

Lori E. Andrus (SBN 205816)
Jennie Lee Anderson (SBN 203586)
ANDRUS ANDERSON LLP
155 Montgomery Street, Suite 900
San Francisco, California 94104
Telephone: 415-986-1400
jennie@andrusanderson.com
lori@andrusanderson.com

Adam J. Levitt (*pro hac vice*)
GRANT & EISENHOFER P.A.
30 North LaSalle Street, Suite 2350
Chicago, Illinois 60602
Telephone: (312) 214-0000
alevitt@gelaw.com

W. Daniel "Dee" Miles, III (*pro hac vice*)
**BEASLEY, ALLEN, CROW,
METHVIN, PORTIS & MILES, P.C.**
272 Commerce Street
Montgomery, Alabama 36104
Telephone: 334-269-2343
Dee.Miles@Beasleyallen.com

Attorneys for Plaintiffs (*additional counsel appear on signature page*)

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

MONTEVILLE SLOAN, JR., RAUL
SIQUEIROS, JOSEPH BRANNAN, LARRY
GOODWIN, TED EDGECOMB, MARC
PERKINS, DONALD LUDINGTON, THOMAS
SHORTER, DERICK BRADFORD, GABRIEL
DEL VALLE, KEVIN HANNEKEN, GAIL
LANNOM, BRADLEY K. ZIERKE, DAN
MADSON, JAMES FAULKNER, JOSEPH
OLIVIER, SCOTT SMITH, ROSS DAHL,
DREW PETERSON, MICHAEL WARE,
STEVE KITCHEN, JOHN NEUBAUER,
BARBARA MOLINA, STEVEN EHRKE, BILL
MAUCH, THOMAS GULLING, RONALD
JONES, MIKE WARPINSKI, JOHN
GRAZIANO, JOSHUA BYRGE, RUDY
SANCHEZ, CHRISTOPHER THACKER,
RANDY CLAUSEN, JAMES ROBERTSON,
and JONAS BEDNAREK, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

Case No.: 16-cv-07244-EMC

**FIRST AMENDED
CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

Plaintiffs Monteville Sloan Jr., Raul Siqueiros, Joseph Brannan, Larry Goodwin, Ted Edgecomb, Marc Perkins, Donald Ludington, Thomas Shorter, Derick Bradford, Gabriel Del Valle, Kevin Hanneken, Gail Lannom, Bradley K. Zierke, Dan Madson, James Faulkner, Joseph Olivier, Scott Smith, Ross Dahl, Drew Peterson, Michael Ware, Steve Kitchen, John Neubauer, Barbara Molina, Steven Ehrke, Bill Mauch, Thomas Gulling, Ronald Jones, Mike Warpinski, John Graziano, Joshua Byrge, Rudy Sanchez, Christopher Thacker, Randy Clausen, James Robertson, and Jonas Bednarek (collectively, “Plaintiffs”), individually and on behalf of the other members of the below-defined nationwide and statewide classes they respectively seek to represent (collectively, the “Class”), hereby allege against Defendant General Motors LLC (“GM” or “Defendant”), upon personal knowledge as to themselves and their own acts, and as to all other matters upon information and belief, based upon the investigation made by the undersigned attorneys, as follows:

I. NATURE OF THE CASE

1. This class action lawsuit is brought by Plaintiffs seeking damages and equitable relief individually and on behalf of the other Class members, each of whom purchased or leased one or more model year 2010-2013 GM vehicles fitted with GM’s defective Generation IV 5.3 Liter V8 Vortec 5300 engines (the “Generation IV Vortec 5300 Engines”).

2. GM made the Generation IV Vortec 5300 Engine available as an engine option in the following vehicles:

- 2010-2013 Chevrolet Avalanche;
- 2010-2012 Chevrolet Colorado;
- 2010-2013 Chevrolet Express 1500;
- 2010-2013 Chevrolet Silverado 1500;
- 2010-2013 Chevrolet Suburban;
- 2010-2013 Chevrolet Tahoe;
- 2010-2013 GMC Canyon;
- 2010-2013 GMC Savana 1500;
- 2010-2013 GMC Sierra 1500;

- 2010-2013 GMC Yukon; and
- 2010-2013 GMC Yukon XL.

Those vehicles listed above in which the Defective Engines were installed are defined herein as the “Class Vehicles.”¹

3. As more fully explained below, the Class Vehicles were engineered to fail. GM failed to disclose the truth about these vehicles and failed to remedy the well-established defects in the Class Vehicles that were on the road.

4. In 2006, for its model year 2007 vehicles, General Motors Corporation (“Old GM”) introduced its redesigned Generation IV Vortec 5300 Engine and installed it in many of its most popular vehicles, as listed above.

5. Unfortunately, the Generation IV Vortec 5300 Engine consumes an abnormally and improperly high quantity of oil that far exceeds industry standards for reasonable oil consumption. This excessive oil consumption results in low oil levels, insufficient lubricity levels, and corresponding internal engine component damage.

6. On June 8, 2009, Old GM filed for protection under Chapter 11 of the United States Bankruptcy Code. Defendant GM acquired its assets and, for model years 2010-2013, continued manufacturing and selling Chevrolet and GMC vehicles equipped with the Generation IV Vortec 5300 Engines.²

7. The excessive oil consumption problem in the Generation IV Vortec 5300 Engines is caused by defective low-tension oil control rings that GM installed within those engines (the “Low-Tension Oil Rings”). The Low-Tension Oil Rings were designed to reduce tension between the oil rings and the cylinder walls. GM ostensibly installed the Low-Tension Oil Rings to improve fuel economy, horsepower, and torque by reducing friction between the oil rings and the cylinder walls. This oil ring design, however, improperly allows engine oil to travel past the pistons and enter the

¹ “Class Vehicles” are only vehicles produced after GM emerged from bankruptcy on July 10, 2009.

² Plaintiffs do not assert any claims against Old GM, nor were any of the Class Vehicles manufactured by Old GM.

1 engine's combustion chambers, where it is either consumed in the combustion process, or it hardens
2 and accumulates therein. This defect is referred to herein as the "Low-Tension Oil Ring Defect."

3 8. Exacerbating the excessive oil loss and concomitant engine damage problems caused by
4 the Low-Tension Oil Ring Defect in the Class Vehicles is GM's implementation of a defective Oil Life
5 Monitoring System in each of those vehicles that fails to advise drivers of insufficient oil in their
6 vehicles until those levels are critically low.

7 9. Despite its name, GM's Oil Life Monitoring System *does not monitor oil level*. Rather,
8 it monitors engine conditions, such as revolutions and temperature, to calculate the expected
9 deterioration in oil quality and thus the time for a recommended oil change. The Oil Life Monitoring
10 System's adaptive change intervals do not take into account oil level. The result is a system that directs
11 drivers to travel thousands of miles with inadequate lubricity levels, wearing out and damaging moving
12 internal engine components – a particularly serious problem in light of the fact that the Low-Tension
13 Oil Ring Defect causes improper and excessive oil loss in each of the Class Vehicles.

14 10. GM has attempted stop-gap fixes of the excessive oil loss problem in the Class Vehicles
15 by remedying defects associated with the Generation IV Vortec 5300 Engines' positive crankcase
16 ventilation ("PCV") system and Active Fuel Management ("AFM") system. Those tangential fixes,
17 however, failed to solve the excessive oil loss problem arising from the Low-Tension Oil Rings defect
18 that has plagued – and continues to plague – each of the Class Vehicles.

19 11. Significantly, GM's own conduct confirms the defective nature of the Low-Tension Oil
20 Rings in each of the Class Vehicles. Beginning with its model year 2014 vehicles, GM scrapped the
21 Generation IV Vortec 5300 Engine it installed and implemented in the Class Vehicles and replaced it
22 with a materially redesigned Generation V Vortec 5300 engine, which was designed and intended to
23 remedy the excessive oil consumption problem plaguing the Class Vehicles. As part of that 2014
24 model year overhaul, GM abandoned its Low-Tension Oil Ring debacle and retuned to using standard
25 tension oil rings – while, at the same time, reintroducing an oil level sensor.

26 12. While GM's 2014 Model Year redesign of its Generation V Vortec 5300 engines
27 confirms the prior defects and may benefit subsequent purchasers and lessees of those vehicles, it did
28

nothing for the owners and lessees of the Class Vehicles, namely, Plaintiffs and the other Class members. Those people remain saddled with their defective Generation IV Vortec 5300 Engines with no relief from GM.

13. GM has long known of the excessive oil consumption problem within the Generation IV Vortec 5300 Engines caused by the Low-Tension Oil Ring Defect and the resulting engine damage. Despite this knowledge, GM has never disclosed the defects in the Generation IV Vortec 5300 Engines to consumers. Rather, GM has allowed drivers of the Class Vehicles to continue driving those vehicles, despite knowing that they are consuming oil at an abnormally high rate, and has continued allowing drivers of the Class Vehicles to rely on the Oil Life Monitoring System, despite knowing that they were driving well past the point at which their vehicles have consumed the amount of oil necessary for proper engine lubrication and proper operation. The result is Class Vehicles that suffer internal component wear and eventual engine failure due to unacceptable heat and friction levels caused by the Low-Tension Oil Ring Defect.

14. Each current or former purchaser or lessee of a Class Vehicle paid for a vehicle fitted with a defective engine that consumed an abnormally high volume of oil, subjecting their vehicles to the problems described herein. Each of these current and/or former owners and/or lessees were damaged in that they paid more for their Class Vehicles than they would have paid had they known about the defect that GM failed to disclose, or they would not have purchased or leased their Class Vehicles at all.

II. JURISDICTION AND VENUE

15. This Court has diversity jurisdiction over this action under 28 U.S.C. §§ 1332(a) and (d) because the amount in controversy for the Class exceeds \$5,000,000 and Plaintiffs and one or more of the other Class members are citizens of a different state than Defendant.

16. This Court has personal jurisdiction over GM because GM has purposefully availed itself of the privilege of conducting business in the State of California by advertising and selling its manufactured vehicles (including the Class Vehicles) within the State of California. Additionally, GM

1 has maintained systematic and continuous business contacts with the State of California and is
2 registered to conduct business in this State.

3 17. Venue is proper in this District under 28 U.S.C. § 1391 because GM is deemed to reside
4 in any judicial district in which it is subject to personal jurisdiction. Additionally, Plaintiff Sloan Jr.
5 resides in this District, and GM has marketed, advertised, sold, and leased Class Vehicles within this
6 District.

7 **III. PARTIES**

8 **A. Plaintiffs**

9 **1. California**

10 18. Raul Siqueiros is a resident of Vallejo, California.

11 19. Mr. Siqueiros owns a 2011 Chevrolet Silverado, equipped with a Generation IV Vortec
12 5300 Engine. Mr. Siqueiros purchased his Silverado new from Team Chevrolet Cadillac in Vallejo,
13 California.

14 20. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Siqueiros before he
15 purchased his Silverado, despite GM's knowledge of the defect, and Mr. Siqueiros, therefore,
16 purchased his Silverado with the incorrect understanding that it would be a reliable vehicle.

17 **2. Alabama**

18 21. Joseph Brannan is a resident of Columbus, Georgia.

19 22. Mr. Brannan owns a 2010 GMC Yukon, equipped with a Generation IV Vortec 5300
20 Engine. Mr. Brannan purchased his Yukon in 2011 used with 29,168 miles from Joe V. Clayton
21 Chevrolet, located at 327 Brindlee Mountain Parkway, Arab, Alabama.

22 23. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Brannan before he
23 purchased his Yukon, despite GM's knowledge of the defect, and Mr. Brannan, therefore, purchased
24 his Yukon with the incorrect understanding that it would be a reliable vehicle.

25 **3. Arkansas**

26 24. Larry Goodwin is a resident of Mabelvale, Arkansas.

25. Mr. Goodwin owns a 2011 Chevrolet Silverado 1500 equipped with a Generation IV Vortec 5300 Engine. Mr. Goodwin purchased his Silverado new in 2010 from Landers Chevrolet in Benton, Arkansas.

26. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Goodwin before he purchased his Silverado, despite GM's knowledge of the defect, and Mr. Goodwin, therefore, purchased his Silverado with the incorrect understanding that it would be a reliable vehicle.

4. Colorado

27. Ted Edgecomb is resident of Monument, Colorado.

28. Mr. Edgecomb owns a 2011 Chevrolet Silverado, equipped with a Generation IV Vortec 5300 Engine. Mr. Edgecomb purchased his Silverado new in 2011 from Century Chevrolet in Broomfield, Colorado.

29. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Edgecomb before he purchased his Silverado, despite GM's knowledge of the defect, and Mr. Edgecomb, therefore, purchased his Silverado with the incorrect understanding that it would be a reliable vehicle.

5. Delaware

30. Marc Perkins is resident of Stafford, Virginia.

31. Mr. Perkins owns a 2011 Chevrolet Avalanche, equipped with a Generation IV Vortec 5300 Engine. Mr. Perkins purchased his Avalanche new in 2011 from Porter Chevrolet in Newark, Delaware.

32. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Perkins before he purchased his Avalanche, despite GM's knowledge of the defect, and Mr. Perkins, therefore, purchased his Avalanche with the incorrect understanding that it would be a reliable vehicle.

6. Florida

33. Donald Ludington is a resident of Palm Harbor, Florida.

34. Mr. Ludington owns a 2010 Chevrolet Tahoe, equipped with a Generation IV Vortec 5300 Engine. Mr. Ludington purchased his Tahoe used with 30,000 miles in 2012 from Dimmit Chevrolet, located at 25485 U.S. Highway 19, Clearwater, Florida.

35. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Ludington before he purchased his Tahoe, despite GM's knowledge of the defect, and Mr. Ludington therefore purchased his Tahoe with the incorrect understanding that it would be a reliable vehicle.

36. Thomas Shorter is a resident of Okeechobee, Florida.

37. Mr. Shorter owns a 2011 Chevrolet Silverado, equipped with a Generation IV Vortec 5300 Engine. Mr. Shorter purchased his Silverado new from Gilbert Chevrolet in Okeechobee, Florida.

38. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Shorter before he purchased his Silverado, despite GM's knowledge of the defect, and Mr. Shorter, therefore, purchased his Silverado with the incorrect understanding that it would be a reliable vehicle.

7. Georgia

39. Derick Bradford is a resident of Bainbridge, Georgia.

40. Mr. Bradford owns a 2010 Chevrolet Silverado 1500 equipped with a Generation IV Vortec 5300 Engine. Mr. Bradford purchased his Silverado used with 70,000 miles in 2014 from Action GM in Bainbridge, Georgia.

41. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Bradford before he purchased his Silverado, despite GM's knowledge of the defect, and Mr. Bradford, therefore, purchased his Silverado with the incorrect understanding that it would be a reliable vehicle.

8. Idaho

42. Gabriel Del Valle is a resident of Antelope, California.

43. Mr. Del Valle owns a 2013 Chevrolet Avalanche, equipped with a Generation IV Vortec 5300 Engine. Mr. Del Valle purchased his Avalanche used with 40,000 miles in February 2016 from Peterson Chevrolet Buick Cadillac, located at 12300 West Fairview Ave, Boise, Idaho.

44. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Del Valle before he purchased his Avalanche, despite GM's knowledge of the defect, and Mr. Del Valle, therefore, purchased his Avalanche with the incorrect understanding that it would be a reliable vehicle.

9. Illinois

45. Kevin Hanneken is a resident of Jerseyville, Illinois.

46. Mr. Hanneken owns a 2011 GMC Sierra 1500, equipped with a Generation IV Vortec 5300 Engine. Mr. Hannekan purchased his Sierra new in 2011 from Quality Buick GMC Cadillac in Alton, Illinois.

47. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Hanneken before he purchased his Sierra, despite GM's knowledge of the defect, and Mr. Hanneken, therefore, purchased his Sierra with the incorrect understanding that it would be a reliable vehicle.

10. Indiana

48. Gail B. Lannom is a resident of Marion, Illinois.

49. Ms. Lannom owns a 2012 Chevrolet Tahoe, equipped with a Generation IV Vortec 5300 Engine. Ms. Lannom purchased her Tahoe in January 2015 from Expressway Jeep in Mt. Vernon, Indiana.

50. GM failed to disclose the Low-Tension Oil Ring Defect to Ms. Lannom before she purchased her Tahoe, despite GM's knowledge of the defect, and Ms. Lannom, therefore, purchased her Tahoe with the incorrect understanding that it would be a reliable vehicle.

11. Iowa

51. Bradley K. Zierke is a resident of Elmore, Minnesota.

52. Mr. Zierke owns a 2012 Chevrolet Avalanche, equipped with a Generation IV Vortec 5300 Engine. Mr. Zierke purchased his Avalanche new in 2011 from Okoboji Chevrolet in Spirit Lake, Iowa.

53. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Zierke before he purchased his Avalanche, despite GM's knowledge of the defect, and Mr. Zierke, therefore, purchased his Avalanche with the incorrect understanding that it would be a reliable vehicle.

12. Kansas

54. Dan Madson is a resident of Cheney, Kansas.

55. Mr. Madson owns a 2013 Chevrolet Silverado, equipped with a Generation IV Vortec 5300 Engine. Mr. Madson purchased his Silverado used with 12,000 miles in December 2013 from Lubbers Chevrolet in Cheney, Kansas.

56. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Madson before he purchased his Silverado, despite GM's knowledge of the defect, and Mr. Madson, therefore, purchased his Silverado with the incorrect understanding that it would be a reliable vehicle

13. Kentucky

57. James Faulkner is a resident of Manchester, Kentucky.

58. Mr. Faulkner owns a 2011 GMC Sierra 1500, equipped with a Generation IV Vortec 5300 Engine. Mr. Faulkner purchased his Sierra used with 19,000 miles in 2015 from Legacy Chevrolet in Corbin, Kentucky.

59. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Faulkner before he purchased his Sierra, despite GM's knowledge of the defect, and Mr. Faulkner, therefore, purchased his Sierra with the incorrect understanding that it would be a reliable vehicle.

14. Louisiana

60. Joseph Olivier is a resident of Houma, Louisiana.

61. Mr. Olivier owns a 2013 GMC Sierra, equipped with a Generation IV Vortec 5300 Engine. Mr. Olivier purchased his Sierra new from Barker Buick GMC in, Houma, Louisiana.

62. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Olivier before he purchased his Sierra, despite GM's knowledge of the defect, and Mr. Olivier, therefore, purchased his Sierra with the incorrect understanding that it would be a reliable vehicle.

15. Massachusetts

63. Scott Smith is a resident of Plymouth, Massachusetts.

64. Mr. Smith owns a 2011 GMC Yukon, equipped with a Generation IV Vortec 5300 Engine. Mr. Smith purchased his Yukon in 2012 from Colonial GMC in Watertown, Massachusetts.

65. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Smith before he purchased his Yukon, despite GM's knowledge of the defect, and Mr. Smith, therefore, purchased his Yukon with the incorrect understanding that it would be a reliable vehicle.

16. Minnesota

66. Ross Dahl is a resident of Willmar, Minnesota.

67. Mr. Dahl owns a 2010 Chevrolet Silverado, equipped with a Generation IV Vortec 5300 Engine. Mr. Dahl purchased his Silverado in 2010 new from Davis Motors in Litchfield, Minnesota.

68. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Dahl before he purchased his Silverado, despite GM's knowledge of the defect, and Mr. Dahl, therefore, purchased his Silverado with the incorrect understanding that it would be a reliable vehicle.

69. Drew Peterson is a resident of Vernon Center, Minnesota.

70. Mr. Peterson owns a 2013 Chevrolet Silverado, equipped with a Generation IV Vortec 5300 Engine. Mr. Peterson purchased his Silverado in December 2012 new from Mankato Motors in Mankato, Minnesota.

71. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Peterson before he purchased his Silverado, despite GM's knowledge of the defect, and Mr. Peterson, therefore, purchased his Silverado with the incorrect understanding that it would be a reliable vehicle.

17. Mississippi

72. Michael Ware is a resident of Abbeville, Mississippi.

73. Mr. Ware owns a 2013 Chevrolet Silverado 1500, equipped with a Generation IV Vortec 5300 Engine. Mr. Ware purchased his Silverado used with 75,000 miles in 2016 from Barnes Crossing Hyundai Mazda in Tupelo, Mississippi 38804.

74. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Ware before he purchased his Silverado, despite GM's knowledge of the defect, and Mr. Ware, therefore, purchased his Silverado with the incorrect understanding that it would be a reliable vehicle.

18. Missouri

75. Steve Kitchen is a resident of Saint Charles, Missouri.

76. Mr. Kitchen owns a 2013 Chevrolet Silverado, equipped with a Generation IV Vortec 5300 Engine. Mr. Kitchen purchased his Silverado used with 39,000 miles in July 2013 from Weber Chevrolet Creve Coeur in Creve Coeur, Missouri.

77. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Kitchen before he purchased his Silverado, despite GM's knowledge of the defect, and Mr. Kitchen, therefore, purchased his Silverado with the incorrect understanding that it would be a reliable vehicle.

19. Nebraska

78. John Neubauer is a resident of Renville, Minnesota.

79. Mr. Neubauer owns a 2011 Chevrolet Silverado, equipped with a Generation IV Vortec 5300 Engine. Mr. Neubauer purchased his Silverado used with 43,750 miles in 2012 from Sid Dillion Chevrolet in Blair, Nebraska.

80. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Neubauer before he purchased his Silverado, despite GM's knowledge of the defect, and Mr. Neubauer, therefore, purchased his Silverado with the incorrect understanding that it would be a reliable vehicle.

20. New Mexico

81. Barbara Molina is a resident of Seboyeta, New Mexico.

82. Ms. Molina owns a 2012 Chevrolet Avalanche, equipped with a Generation IV Vortec 5300 Engine. Ms. Molina purchased her Avalanche used with 2,334 miles from Galles Chevrolet, located at 1601 Lomas Boulevard, Albuquerque, New Mexico.

83. GM failed to disclose the Low-Tension Oil Ring Defect to Ms. Molina before she purchased her Avalanche, despite GM's knowledge of the defect, and Ms. Molina, therefore, purchased her Avalanche with the incorrect understanding that it would be a reliable vehicle.

21. North Carolina

84. Steven Ehrke is a resident of Spring Hill, Florida.

85. Mr. Ehrke owns a 2013 Chevrolet Silverado, equipped with a Generation IV Vortec 5300 Engine. Mr. Ehrke purchased his Silverado used with 16,844 miles on it in February 2016 from Reed Lallier Chevrolet in Fayetteville, North Carolina.

86. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Ehrke before he purchased his Silverado, despite GM's knowledge of the defect, and Mr. Ehrke, therefore, purchased his Silverado with the incorrect understanding that it would be a reliable vehicle.

1 **22. North Dakota**

2 87. Bill Mauch is a resident of Mooreton, North Dakota.

3 88. Mr. Mauch owns a 2011 Chevrolet Silverado, equipped with a Generation IV Vortec
4 5300 Engine. Mr. Mauch purchased his Silverado in 2013 used from Smith Motors in Wahpeton,
5 North Dakota.

6 89. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Mauch before he
7 purchased his Silverado, despite GM's knowledge of the defect, and Mr. Mauch, therefore, purchased
8 his Silverado with the incorrect understanding that it would be a reliable vehicle.

9 **23. Ohio**

10 90. Thomas Gulling is a resident of Newton Falls, Ohio.

11 91. Mr. Gulling owns a 2013 Chevrolet Silverado 1500, equipped with a Generation IV
12 Vortec 5300 Engine. Mr. Gulling purchased his Silverado from Doug Chevrolet in Akron, Ohio.

13 92. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Gulling before he
14 purchased his Silverado, despite GM's knowledge of the defect, and Mr. Gulling, therefore, purchased
15 his Silverado with the incorrect understanding that it would be a reliable vehicle.

16 93. Ronald Jones is a resident of Newton Falls, Ohio.

17 94. Mr. Jones owns a 2013 Chevrolet Silverado 1500, equipped with a Generation IV
18 Vortec 5300 Engine. Mr. Jones purchased his Silverado from Spitzer Chevrolet Lordstown in North
19 Jackson, Ohio.

20 95. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Gulling before he
21 purchased his Silverado, despite GM's knowledge of the defect, and Mr. Gulling, therefore, purchased
22 his Silverado with the incorrect understanding that it would be a reliable vehicle.

23 **24. Oklahoma**

24 96. Mike Warpinski is a resident of Lawton, Oklahoma.

25 97. Mr. Warpinski owns a 2012 Chevrolet Express 1500, equipped with a Generation IV
26 Vortec 5300 Engine. Mr. Warpinski purchased his Express used with 24,000 miles in 2014 from
27 Toyota of Lawton in Lawton, Oklahoma.

1 98. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Warpinski before he
2 purchased his Express, despite GM's knowledge of the defect, and Mr. Warpinski, therefore, purchased
3 his Express with the incorrect understanding that it would be a reliable vehicle.

4 **25. Pennsylvania**

5 99. John Graziano is a resident of Lake Ariel, Pennsylvania.

6 100. Mr. Graziano owns a 2012 Chevrolet Silverado, equipped with a Generation IV Vortec
7 5300 Engine. Mr. Graziano purchased his Silverado new in December 2011 from Reedman Toll
8 Chevrolet in Philadelphia, Pennsylvania.

9 101. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Graziano before he
10 purchased his Silverado, despite GM's knowledge of the defect, and Mr. Graziano, therefore, purchased
11 his Silverado with the incorrect understanding that it would be a reliable vehicle.

12 **26. South Carolina**

13 102. Monteville Sloan, Jr. is a resident of Novato, California.

14 103. Mr. Sloan owns a 2013 Chevrolet Silverado, equipped with a Generation IV Vortec
15 5300 Engine. Mr. Sloan purchased his Silverado used with 9,100 miles from Master Chevrolet
16 Cadillac in Aiken, South Carolina in August 2014. He then moved to Novato, California in April 2015.

17 104. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Sloan before he
18 purchased his Silverado, despite GM's knowledge of the defect, and Mr. Sloan, therefore, purchased
19 his Silverado with the incorrect understanding that it would be a reliable vehicle.

20 **27. Tennessee**

21 105. Joshua Byrge is a resident of Maynardville, Tennessee.

22 106. Mr. Byrge owns a 2012 Chevrolet Silverado, equipped with a Generation IV Vortec
23 5300 Engine. Mr. Byrge purchased his Silverado used with 44,160 miles in 2016 from Rusty Wallace
24 Honda in Knoxville, Tennessee.

25 107. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Byrge before he
26 purchased his Silverado, despite GM's knowledge of the defect, and Mr. Byrge therefore purchased his
27 Silverado with the incorrect understanding that it would be a reliable vehicle.

1 **28. Texas**

2 108. Rudy Sanchez is a resident of San Antonio, Texas.

3 109. Mr. Sanchez owns a 2013 Chevrolet Silverado, equipped with a Generation IV Vortec
4 5300 Engine. Mr. Sanchez purchased his Silverado new in July 2013 new from Freedom Chevrolet in
5 San Antonio, Texas.

6 110. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Sanchez before he
7 purchased his Silverado, despite GM's knowledge of the defect, and Mr. Sanchez, therefore, purchased
8 his Silverado with the incorrect understanding that it would be a reliable vehicle.

9 **29. Virginia**

10 111. Christopher Thacker is a resident of Charlottesville, Virginia.

11 112. Mr. Thacker owns a 2010 Chevrolet Silverado, equipped with a Generation IV Vortec
12 5300 Engine. Mr. Thacker purchased his Silverado used with 128,000 miles in June 2014 from Mallow
13 Ford of Charlottesville in Charlottesville, Virginia.

14 113. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Thacker before he
15 purchased his Silverado, despite GM's knowledge of the defect, and Mr. Thacker, therefore, purchased
16 his Silverado with the incorrect understanding that it would be a reliable vehicle.

17 **30. Washington**

18 114. Randy Clausen is a resident of Mukilteo, Washington.

19 115. Mr. Clausen owns a 2012 Chevrolet Suburban, equipped with a Generation IV Vortec
20 5300 Engine. Mr. Clausen purchased his Suburban used with 20,000 miles in 2013 from Seaview
21 Buick GMC in Lynwood, Washington.

22 116. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Clausen before he
23 purchased his Suburban, despite GM's knowledge of the defect, and Mr. Clausen, therefore, purchased
24 his Suburban with the incorrect understanding that it would be a reliable vehicle.

25 **31. West Virginia**

26 117. James Robertson is a resident of Inwood, West Virginia.

1 118. Mr. Robertson owns a 2010 GMC Sierra 1500, equipped with a Generation IV Vortec
2 5300 Engine. Mr. Robertson purchased his Sierra new in 2010 from Opequon Motors in Martinsburg,
3 West Virginia.

4 119. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Robertson before he
5 purchased his Sierra, despite GM's knowledge of the defect, and Mr. Robertson, therefore, purchased
6 his Sierra with the incorrect understanding that it would be a reliable vehicle.

7 **32. Wisconsin**

8 120. Jonas Bednarek is a resident of Verona, Wisconsin.

9 121. Mr. Bednarek owns a 2010 Chevrolet Suburban, equipped with a Generation IV Vortec
10 5300 Engine. Mr. Bednarek purchased his Suburban used with 17,667 miles in 2010 from Ballweg
11 Chevrolet in Middleton, Wisconsin.

12 122. GM failed to disclose the Low-Tension Oil Ring Defect to Mr. Bednarek before he
13 purchased his Suburban, despite GM's knowledge of the defect, and Mr. Bednarek, therefore,
14 purchased his Suburban with the incorrect understanding that it would be a reliable vehicle

15 **B. Defendant**

16 123. General Motors LLC ("GM") is a Delaware limited liability company, with its principal
17 place of business located at 300 Renaissance Center, Detroit, Michigan, and is a citizen of Delaware
18 and Michigan. The sole member and owner of General Motors LLC is General Motors Holding LLC.
19 General Motors Holdings LLC is a Delaware limited liability company with its principal place of
20 business in the State of Michigan. The sole member and owner of General Motors Holdings LLC is
21 General Motors Company, which is a Delaware corporation, with its principal place of business in the
22 State of Michigan, and is a citizen of Delaware and Michigan.

IV. FACTUAL ALLEGATIONS

A. **Introduction and Background**

124. Beginning with certain model year 2000 vehicles, Old GM introduced its Vortec 5300 engines. The Vortec 5300 was met with anticipation and fanfare due to its close resemblance to the adored 327ci of the 1960s, which was best known as the powerplant in the Corvette Stingray.

125. Old GM faced regulatory pressure to increase its fuel economy standards. In December 2007, Congress passed the Energy Independence and Security Act of 2007, which increased fuel economy standards by forty percent by 2020.³

126. For certain model year 2007 vehicles, Old GM introduced its Generation IV Vortec 5300 Engines. These engines included Low-Tension Oil Rings.

127. The Generation IV Vortec 5300 Engines suffer from excessive oil consumption and the resulting internal component damage caused by inadequate lubricity levels. This excessive oil consumption problem negates any minor increase in performance associated with those engines.

128. Old GM continued selling vehicles equipped with the Generation IV Vortec 5300 Engines through 2009.

129. On June 8, 2009, Old GM filed for protection under Chapter 11 of the United States Bankruptcy Code.

130. Defendant General Motors LLC (“GM”) acquired the assets of Old GM and emerged from bankruptcy on July 10, 2009. Defendant GM continued manufacturing and selling vehicles under the GMC and Chevrolet brands.

131. For model years 2010-2013, GM manufactured and sold the Class Vehicles – each of which came equipped with the defective Generation IV Vortec 5300 Engine.

³ See “Fact Sheet: Energy Independence and Security Act of 2007” at <https://georgewbush-whitehouse.archives.gov/news/releases/2007/12/20071219-1.html>

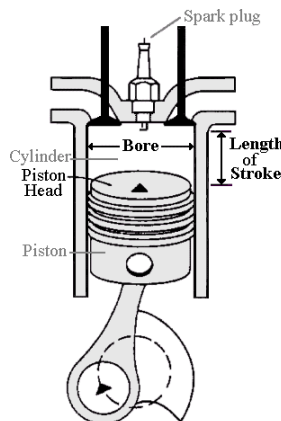
B. The Class Vehicles Suffer from Excessive Oil Consumption.

1. The Low-Tension Oil Rings in the Class Vehicles Lead to Oil Loss and Engine Damage.

132. GM defied decades of engineering logic when it manufactured and sold Generation IV Vortec 5300 Engines featuring the Low-Tension Oil Rings.

133. The goal and purpose of the Low-Tension Oil Rings was to increase engine performance by reducing friction between the oil rings and the walls of the cylinder, which was meant to produce a corresponding increase in horsepower and torque. The actual result, however, was that the oil rings were no longer able to serve their purpose of keeping oil in the crankcase and out of the combustion chamber.

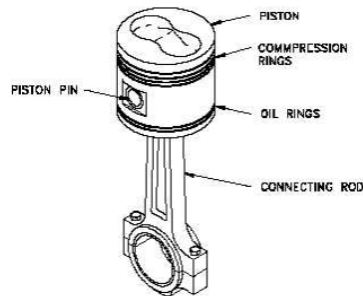
134. In the Generation IV Vortec 5300 Engines, as is normal in automobile engines, pistons move vigorously up and down inside of cylinders, as shown below.



135. In order for the engine to run effectively and without causing engine damage, such as heat and friction wear, the pistons and cylinders require a thin film of oil between the opposing metal surfaces. The oil reduces friction and heat, prevents surface scarring, and helps the moving components slide freely past each other.

136. Oil, however, is not supposed to travel around the pistons and into the combustion chambers at the top of the cylinders. If oil reaches the combustion chamber it will be burned during an engine's power stroke, thereby reducing the quantity of oil in the vehicle, reducing engine lubricity, and increasing the risk of engine damage.

137. To prevent oil from traveling around the pistons and into the combustion chamber, pistons are fitted with oil control rings, as shown below.



138. Unfortunately for purchasers or lessees of the Class Vehicles, the Low-Tension Oil Rings that GM installed in the Generation IV Vortec 5300 Engines failed to achieve their intended purpose of keeping oil in the crankcase and out of the combustion chamber. Indeed, the Low-Tension Oil Rings were designed to have reduced tension, and were thus intended to press against the cylinder wall with less force than regular tension rings so as to reduce friction.

139. As a result of this reduced tension, within the Generation IV Vortec 5300 Engines, an excessive amount of oil creeps past the pistons and the oil rings, and migrates into the combustion chamber, where it is consumed during the combustion process. This causes excessive oil loss, inadequate lubricity, and the resultant wear and failure of the internal moving components of the Generation IV Vortec 5300 Engines.

140. When GM introduced its fifth-generation Vortec 5300 engines for its model year 2014 vehicles, GM remedied the oil loss problem, and the resulting lubricity-related wear and component failure, by abandoning its Low-Tension Oil Ring debacle and reverting back, on a going-forward basis, to standard tension oil rings as part of that engine overhaul and redesign. GM's gamble on low-tension oil rings did not pay off, and owners and lessees of the Class Vehicles suffered economic injury as a result.

2. GM's Oil Life Monitoring System Exacerbates the Oil Loss and Engine Damage Problems Caused by the Low-Tension Oil Rings.

141. GM's Oil Life Monitoring System, installed in each of the Class Vehicles, exacerbates the oil loss and engine damage problems caused by the Low-Tension Oil Ring Defect due to the failure

1 of that system to advise drivers of a decreased oil level in their Class Vehicle even at a critically low
2 levels.

3 142. The Oil Life Monitoring System alerts the driver to the estimated percentage of oil life
4 left before an oil change is required. With respect to the Oil Life Monitoring System, “oil life” means
5 the quality of the engine oil, *not* the oil level. The system uses varying factors to estimate oil health,
6 such as heat cycles and engine running conditions. The Oil Life Monitoring System does not, however,
7 alert drivers to low oil levels or oil loss, thereby exacerbating the Low-Tension Piston Ring Defect by
8 failing to alert owners or lessees of their Class Vehicles’ oil consumption until it is much too late.

9 **C. The Low-Tension Oil Ring Defect Within the Class Vehicles Has Caused Excessive Oil**
10 **Loss and Engine Damage.**

11 143. The Low-Tension Oil Ring Defect in the Class Vehicles results in excessive oil
12 consumption and loss of lubricity, leading to increased friction and, thus, engine damage. That means
13 that each Class Vehicle has suffered, and will continue to suffer, internal component wear.

14 144. The internal engine components subject to wear include: pistons, cylinder walls, rings,
15 valves, valve guides, valve stem seals, lifters, push rods, camshafts, rockers, bearings, piston rods, wrist
16 pins, crankshafts, and timing chain components.

17 145. Due to the Low-Tension Oil Ring Defect, all of the Class Vehicles have suffered, and
18 will continue to suffer, metal-on-metal friction and heat levels that far exceed GM’s specifications,
19 thereby causing engine damage.

20 146. The defect-induced excessive friction and heat expansion has worn, and will continue to
21 wear, the internal steel components, sending steel shavings into the crankcase. The steel shavings
22 travel through the oil passages and inevitably become lodged in tight spaces, where they cut into
23 component surfaces moving against them.

24 147. Once the internal components are scarred and/or worn, they cannot be repaired and must
25 be replaced. The friction and heat expansion damage caused by the Low-Tension Oil Ring Defect is
26 irreversible and inevitable for all Class Vehicles, thereby damaging Plaintiffs and the other Class
27 members.
28

C. The Low-Tension Oil Ring Defect Within the Class Vehicles Presents an Unreasonable Safety Risk.

148. As GM acknowledges, low oil conditions, such as those that can result from the Low-Tension Oil Ring Defect, present dangerous safety hazards to the driver, other passengers of the Class Vehicles, and the public.

149. With insufficient oil and lubricity, the engines in the Class Vehicles will overheat and potentially catch fire. For this reason, GM warns in the manuals for the Class Vehicles: “Do not keep driving if the oil pressure is low. The engine can become so hot that it catches fire. Someone could be burned.”

150. Low oil conditions are also unsafe because, if the engine experiences enough damage, the Class Vehicles’ engines will seize and the Class Vehicles will shut down unexpectedly, which could cause an accident or leave drivers and passengers stranded in an unsafe situation. GM also warns against this possibility in the manuals for the Class Vehicles when it states: “If you drive the vehicle while the engine oil pressure is low, severe engine damage may occur. If a low oil pressure warning appears on the Driver Information Center (DIC), stop the vehicle as soon as possible.”

D. GM’s Knowledge of the Low-Tension Oil Ring Defect

151. Low-Tension Oil Rings are a standard component of engines built for racing competition because they can help provide greater horsepower, but such engines also consume excessive amounts of oil due to the Low-Tension Oil Rings.⁴

152. GM’s awareness of the Low-Tension Oil Ring Defect is evident from the fact that GM abandoned its low-tension oil ring experiment in its redesigned Generation V Vortec 5300 Engines. GM’s re-design of the defective Generation IV Vortec 5300 engines began as early as May 2011.⁵

153. Further, as shown below, excessive oil loss has been a common complaint among drivers of vehicles fitted with the Generation IV Vortec 5300 engines, dating back to vehicles

⁴ See David Reher, *Tech Talk #45 – Where to Find “Free” Horsepower*, REHER MORRISON RACING ENGINES, April 11, 2013, <http://rehermorrison.com/tech-talk-45-where-to-find-free-horsepower/>

⁵ Mike Levine, *Inside GM’s State-of-the-Art Powertrain Engineering Center*, PICKUPTRUCKS.COM, May 17, 2011, <http://news.pickuptrucks.com/2011/05/inside-gms-state-of-the-art-powertrain-engineering-center-.html>.

1 manufactured by Old GM. For example, at www.carcomplaints.com, there are posts from as early as
2 June of 2008 regarding excessive oil consumption problems with the 2007 Chevrolet Silverado with the
3 Generation IV Vortec 5300 engine.

4 154. Knowledge derived from complaints received by Old GM can be imputed to Defendant
5 GM, at least insofar as that knowledge was in the possession of an Old GM employee who continued
6 employment at New GM or contained in a file transferred from Old GM to New GM. *See In re Motors*
7 *Liquidation Co.*, 541 B.R. 104, 108 (Bankr. S.D.N.Y. 2015). As recognized by the Second Circuit,
8 Defendant GM immediately took over the business of Old GM, without any “reorganization” as
9 traditionally takes place in the case of a bankruptcy. *Elliot v. GM LLC*, 829 F.3d 135, 145-46 (2d Cir.
10 2016). Thus, upon information and belief, Defendant GM, at its inception, also had knowledge of the
11 Low-Tension Oil Ring Defect from complaints from drivers of vehicles with the Generation IV Vortec
12 5300 engines.

13 155. Moreover, as discussed further below, complaints regarding excessive oil consumption
14 in vehicles with the Generation IV Vortec 5300 engines continued following the commencement of
15 Defendant GM’s business in 2009.

16 156. Faced with the fact that vehicles with Generation IV Vortec 5300 engines were suffering
17 excessive oil and engine damage due to the Low-Tension Oil Ring Defect, GM issued multiple
18 Technical Service Bulletins addressing the oil consumption issue (“TSBs”).

19 157. The TSBs stated that the oil loss in the vehicles with Generation IV Vortec 5300 engines
20 could be caused by two conditions: (a) oil pulled through the positive crankcase ventilation system; or
21 (b) oil spray that is discharged from the Advanced Fuel Management system’s pressure relief valve
22 within the crankcase. The TSBs suggested fixes for each of these issues, but recognized that neither fix
23 may solve the oil loss problem. ***Rather, the TSBs explained that the ultimate fix for the oil***
24 ***consumption problem was the replacement of the piston assemblies.***⁶ Upon information and belief,
25
26

27 ⁶ See TSB No. 10-06-01-008G: Engine Oil Consumption on Aluminum Block/Iron Block Engines with
28 Active Fuel Management.

the first version of these TSBs was released on August 24, 2010.⁷ These TSBs continued to be issued through, at least, November 26, 2014 – thereby covering the entirety of the Class Period.⁸

158. Despite this knowledge, GM took no steps to remedy this issue, leaving Plaintiffs and the other Class Members with knowingly defective Class Vehicles.

E. Consumers Repeatedly Complained About Excessive Oil Consumption and Engine Damage in the Class Vehicles.

159. Numerous complaints have been filed with the National Highway Traffic Safety Administration (“NHTSA”) regarding excessive oil loss and resultant engine damage in the Class Vehicles. By way of example:

- On September 14, 2014, a consumer reported an excessive oil consumption problem with a 2010 Chevrolet Silverado 1500:

Excessive oil consumption caused spark plugs to prematurely fail causing the engine to misfire and run rough. . . . Initial repairs did not correct the oil consumption problem (1/2 quart burned in approximately 1,000 – 2,000 miles) I was told this was “normal” according to General Motors’ standards.

NHTSA ID number: 10633824.

- On March 31, 2015, a consumer reported an excessive oil consumption problem with a 2011 Chevrolet Avalanche:

At 40000 we noticed we were having issues with my Avalanche burning oil. When we asked the tech at Chevy he told me that was normal for the newer engines to burn oil, at 130,000 miles we started having problems with the sparkplug fouling out At 180,000 mile and only four years old we had to replace the engine after replacing the sparkplug and wire 3 times. . . .

NHTSA ID Number: 10852819.

- On January 12, 2016, a consumer reported an excessive oil consumption problem with a 2010 Chevrolet Suburban: “The vehicle is consuming excessive amounts of engine oil and fouling spark plugs.” NHTSA ID Number: 10819877.

⁷ See <http://www.gm-trucks.com/forums/topic/119095-update/>

⁸ See <http://gm.oemdtc.com/683/engine-oil-consumption-engine-oil-consumption-on-aluminum-blockiron-block-engines-with-active-fuel-management-afm-2007-2015-cadillac-chevrolet-gmc-pontiac/2>.

- On February 4, 2016, a consumer reported an excessive oil consumption problem with a 2011 Chevrolet Suburban: “Excessive oil consumption that GM refuses to fix under warranty.” NHTSA ID Number: 10826046.

160. Several Class Vehicle owners have also posted online complaints about excessive oil consumption and resultant engine damage to their Generation IV Vortec 5300 Engines. For example:

- The owner of a 2011 GMC Sierra 1500 wrote: “Just met with GM’s District After Sales Manager and my GMC dealer’s Service Manager regarding excessive oil consumption by my GMC Sierra 1500 4-WD Crew Cab with 37000 miles. As you might guess, nothing accomplished. . . . Early 2012, I noticed the dipstick was dry and took truck to dealer for oil change. Closely monitored oil use thereafter and discovered need to topoff with more than a quart every 200 miles during normal driving . . . This should not be considered normal!”⁹
- The owner of a 2010 Chevrolet Silverado wrote: “Truck has been in and out of the dealership 18 times regarding ticking in the motor, excessive oil consumption and blue smoke on start up.”¹⁰
- The owner of a 2011 Chevrolet Tahoe wrote: “My 2009 Chevy Tahoe started consuming a lot of oil at about 68,000 miles. It uses up about 2 + quarts every 2000 miles. Chevy said that’s normal . . . really? Well when you don’t want to take responsibility for your design mistakes than we just call it normal and it goes away and we don’t have to fix it.”¹¹

161. Consumer complaints about excessive oil consumption and resultant engine damage in the Generation IV Vortec 5300 Engines long predated the Class Vehicles. Indeed, numerous consumer complaints were filed with NHTSA regarding excessive oil loss and resultant engine damage within pre-2010 vehicles manufactured by Old GM and equipped with the Generation IV Vortec 5300 Engines. By way of example:

- A consumer reported an excessive oil consumption problem with a 2007 Chevrolet Silverado 1500: “The contact stated that the engine was consuming excessive oil. The vehicle was taken to the dealer, who stated that the vehicle was operating to standard and that it was normal for a vehicle to burn oil between maintenance. The manufacturer was made aware of the failure. The vehicle was not repaired. . . . The consumer stated the dealer stated this is a

⁹ Consumer Review of 2011 GMC Sierra 1500, available at http://www.carcomplaints.com/GMC/Sierra_1500/2011/engine/excessive_oil_consumption.shtml

¹⁰ Consumer Review of 2010 Chevrolet Silverado, available at http://www.carcomplaints.com/Chevrolet/Silverado/2010/engine/excessive_oil_consumption.shtml

¹¹ Consumer review of 2009 Chevrolet Tahoe, available at http://www.carcomplaints.com/Chevrolet/Tahoe/2009/engine/excessive_oil_consumption.shtml

malfunction with the oil consumption. The manufacturer denies any malfunctions.” NHTSA ID Number: 10498188.

- A consumer reported an excessive oil consumption problem with a 2007 GMC Yukon: “The contact stated that the vehicle would continue to drive sluggish and consume excessive amounts of oil. The vehicle was not repaired. Manufacturer was made aware of the failure.” NHTSA ID Number: 10854334.

162. Several owners of Old GM-manufactured vehicles with the Generation IV Vortec 5300 Engines have also posted online complaints about excessive oil consumption with the Generation IV Vortec 5300 Engines.

163. For example, on www.carcomplaints.com, there are 68 complaints regarding excessive oil consumption from owners of 2007 Chevrolet Silverados.¹² These complaints include:

- “I started to have problems with my new 2007 Chevy Silverado in 2010 at 45,000 miles. I had multiple fixes attempted but it continued to burn oil. They performed a repair consisting of changing the valves, pistons, and rings which cost \$1800. . . . The truck is now at 164,000 miles and I am burning through a quart of oil a week.”
- “DO NOT purchase a 2007 Chevrolet Silverado unless you want to spend more time putting oil in the engine than you do driving the vehicle itself. I love Chevrolet Silverados but I am extremely disappointed with this issue because there isn’t a fix.”
- “The 5.3 uses a quart of oil every 1000 miles since it was new.”
- “From day one this truck has burned about a quart an oil change, and no, this isn’t normal. Traction control problems, engine reduced power, this problem cripples the vehicle.”

164. Of particular significance with regards to these NHTSA and online consumer complaints is that they focus on the *consequence* of the Low-Tension Oil Ring Defect – the excessive oil consumption and resultant engine damage – but they do not focus on the *cause* of the problem, namely the defective low-tension oil rings that GM installed in each of the Class Vehicles that directly resulted in the excessive oil consumption, lubricity reduction, and engine damage.

165. These complaints readily reveal that GM was keenly aware of the Low-Tension Oil Ring problem in the Class Vehicles. Indeed, GM has known about this defect in its Generation IV

¹² Consumer Reviews of 2007 Chevrolet Silverado, available at: http://www.carcomplaints.com/Chevrolet/Silverado/2007/engine/excessive_oil_consumption.shtml

Vortec 5300 Engines before, during, and after it sold and leased the Class Vehicles to Plaintiffs and the other Class members.

F. GM Trumpeted the Performance of the Generation IV Vortec 5300 Engines and Continuously Proclaimed That the Class Vehicles Were Dependable and of the Highest Quality, Concealing and Omitting the Low-Tension Oil Ring Defect.

166. GM extensively advertised the performance benefits of the Generation IV Vortec 5300 Engines within the Class Vehicles. At all times relevant to this action, GM omitted and/or concealed the Low-Tension Oil Ring defect. Indeed, at no point during the time period relevant to this action did GM inform buyers and/or lessees of the Class Vehicles that the Generation IV Vortec 5300 Engines in the Class Vehicles suffered from the Low-Tension Oil Ring Defect that led to significant oil consumption and resultant engine damage.

167. Likewise, GM repeatedly told consumers that the Class Vehicles were dependable, long-lasting, and of the highest quality. In so doing, GM led consumers to believe that the Class Vehicles would be free from defects that result in excessive oil loss and engine damage.

168. In its brochures and advertisements for the Class Vehicles, GM consistently touted the performance benefits of the Generation IV Vortec 5300 Engines.

169. For example, GM's brochure for the 2013 Chevrolet Silverado advertises: "THE MOST POWERFUL V8 ENGINES IN SILVERADO HISTORY" and claims that the 5.3L engine "offers V8 fuel efficiency that's unsurpassed in its class."¹³

170. Similarly, GM's brochure for the 2013 Chevrolet Tahoe advertises: "Great Power Without Sacrifice," and "fuel economy its competitors can't beat."¹⁴

171. Likewise, GM's brochure for the 2010 Chevrolet Colorado advertises that: "Chevy Colorado is up to the challenge with reliability and strength that delivers on a dollar. . . . The available

¹³ 2013 Chevrolet Silverado brochure, available at https://www.chevrolet.com/content/dam/Chevrolet/northamerica/usa/nscwebsite/en/Home/Help%20Center/Download%20a%20Brochure/02_PDFs/MY13%20Silverado%201500%20eBrochure.pdf

¹⁴ 2013 Chevrolet Tahoe brochure, available at https://www.chevrolet.com/content/dam/Chevrolet/northamerica/usa/nscwebsite/en/Home/Help%20Center/Download%20a%20Brochure/02_PDFs/MY13%20Tahoe-Suburban%20eBrochure.pdf

5.3L V8 engine pumps out 300 horsepower and has better fuel economy than Dodge Dakota. . . . Most important, every Colorado has the endurance and dependability you expect from a Chevy truck.”¹⁵

172. GM’s brochure for the 2012 GMC Sierra advertises that: “[T]rue craftsmanship is timeless. . . . That’s the same attitude that’s built into every Sierra. It’s why Sierra offers you over 300 horsepower and 22 EPA-estimated highway miles per gallon in the same engine – V-8 fuel economy that no other competitor can beat. It’s why Sierra offers advanced technology like Active Fuel Management, maximizing your engine’s performance to give you power and efficiency as you need it. . . . When you need to rely on something to keep your life on course, there is no substitute for professional grade engineering. GMC Sierra.”¹⁶

173. GM’s brochure for the 2011 Chevrolet Silverado states, “Silverado – the most dependable, long-lasting full size pickups on the road.” It goes on to say, “There are three stages of safety. Silverado takes every one as seriously as you do.”¹⁷

174. On August 29, 2011, GM’s website advertised: “Chevrolet provides consumers with fuel-efficient, safe and reliable vehicles that deliver high quality, expressive design, spirited performance and value.”¹⁸

175. One online ad for “GM certified” used vehicles that ran through April 5, 2010 stated that “GM certified means no worries.”

176. In April 2010, General Motors Company Chairman and CEO Ed Whitacre proclaimed in a commercial that GM was “designing, building, and selling the best cars in the world.”

177. A radio ad that ran during the time period relevant to this action stated that “[a]t GM, building quality cars is the most important thing we can do.”

¹⁵ 2010 Chevrolet Colorado brochure, available at http://www.auto-brochures.com/makes/Chevrolet/Colorado/Chevrolet_US%20Colorado_2010.pdf

¹⁶ 2012 GMC Sierra brochure, available at http://www.auto-brochures.com/makes/GMC/Sierra/GMC_US%20Sierra_2012.pdf

¹⁷ https://www.auto-brochures.com/makes/Chevrolet/HHR/Chevrolet_US%20HHR_2010.pdf.

¹⁸ <https://media.gm.com/media/us/en/gm/news.detail/content/Pages/news/us/en/2014/Jul/0731-mpg>.

187. On November 10, 2010, GM published a video that told consumers that GM actually prevents any defects from reaching consumers. The video, entitled “Andy Danko: The White Glove Quality Check,” explains that there are “quality processes in the plant that prevent any defects from getting out.” The video also promoted the ideal that, when a customer buys a GM vehicle, they “drive it down the road and they never go back to the dealer.”¹⁹

188. No GM brochure, advertisement, or other marketing materials for or relating to the Class vehicles alerted customers to the Low-Tension Oil Ring Defect and the problems arising therefrom. Indeed, all such materials omitted the problem in all respects.

189. Moreover, in its public statements, GM consistently proclaimed that the Class Vehicles were of the highest quality.

190. In its 2010 Annual Report, GM told consumers that it built the world’s best vehicles:

We truly are building a new GM, from the inside out. Our vision is clear: to design, build, and sell the world’s best vehicles Our plan is to steadily invest in creating world-class vehicles, which will continuously drive our cycle of great design, high quality and higher profitability.²⁰

191. Likewise, in its 2010 Annual Report, GM represented that it had a “world-class lineup” of vehicles.²¹

192. In a “Letter to Stockholders” contained in its 2011 Annual Report, GM noted that its brand had grown in value and that it designed the “World’s Best Vehicles”:

Design, Build and Sell the World’s Best Vehicles

This pillar is intended to keep the customer at the center of everything we do, and success is pretty easy to define. It means creating vehicles that people desire, value and are proud to own. When we get this right, it transforms our reputation and the company’s bottom line.²²

193. In its 2012 Annual Report, GM boasted that:

¹⁹ https://www.youtube.com/watch?v=JRFO8UzoNho&list=UUxN-Csvy_9sveql5HJviDjA.

²⁰ GM 2010 Annual Report at 2.

²¹ GM 2010 Annual Report at 12-13.

²² GM 2011 Annual Report at 2

What is immutable is our focus on the customer, which requires us to go from “good” today to “great” in everything we do, including product design, initial quality, durability, and service after the sale.²³

185. In its 2012 Annual Report, GM represented that product quality was a key focus:

Product quality and long-term durability are two other areas that demand our unrelenting attention, even though we are doing well on key measures.²⁴

186. GM consistently promoted all its vehicles as reliable, and presented itself as a responsible manufacturer that stands behind GM-branded vehicles after they are sold.

187. GM knowingly omitted and concealed information about material defects in the Class Vehicles from the driving public, including Plaintiffs and the other Class members, thereby allowing unsuspecting vehicle owners and lessees to continue unknowingly driving defective vehicles that were of diminished value and bound to cause costly problems.

G. Pre-Filing Notice

188. Plaintiff Ludington, individually and on behalf of the other Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranties, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM’s headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM never responded to this letter.

189. Further, in accordance with California Civil Code Section 1782, Plaintiffs’ counsel sent a certified letter to GM on November 23, 2016, notifying GM of violations of the California Consumer Legal Remedies Act through its failure to disclose the Low-Tension Oil Ring Defect. The letter was sent on behalf of Plaintiff Siqueiros and the other members of the California Class.

190. By a letter dated November 29, 2016, GM acknowledged receipt of the November 23, 2016 letter, and assigned Plaintiff Siqueiros’s case file to its Early Resolution Program. In its November 29, 2016 letter, GM did not commit to provide any remedy for the Low-Tension Oil Defect within Plaintiff Siqueiros’s Class Vehicle, did not state that it has taken or will take any actions to identify or notify consumers similarly situated to Plaintiff Siqueiros, and did not commit to ceasing

²³ GM 2012 Annual Report at 12.

²⁴ GM 2012 Annual Report at 10.

1 from engaging in the conduct complained of in Plaintiffs' November 23, 2016 letter. Indeed, in its
2 November 29, 2016 letter, GM did not even acknowledge the Low-Tension Oil Ring Defect.

3 **V. TOLLING OF THE STATUTES OF LIMITATION**

4 **A. Discovery Rule Tolling**

5 191. Plaintiffs could not have discovered through the exercise of reasonable diligence that
6 their Class Vehicles were defective within the time period of any applicable statutes of limitation.

7 192. Among other things, neither Plaintiffs nor the other Class members knew or could have
8 known that the Class Vehicles are equipped with Generation IV Vortec 5300 Engines with the Low-
9 Tension Oil Ring Defect, which causes those engines to consume oil at an abnormally high rate and to
10 sustain engine damage resulting therefrom.

11 **B. Fraudulent Concealment Tolling**

12 193. Throughout the time period relevant to this action, GM concealed from and failed to
13 disclose to Plaintiffs and the other Class members vital information about the Low-Tension Oil Ring
14 Defect described herein.

15 194. Indeed, GM kept Plaintiffs and the other Class members ignorant of vital information
16 essential to the pursuit of their claims. As a result, neither Plaintiffs nor the other Class members could
17 have discovered the defect, even upon reasonable exercise of diligence.

18 195. Specifically, throughout the Class Period, GM has been aware that the Generation IV
19 Vortec 5300 Engines it designed, manufactured, and installed in the Class Vehicles contained the Low-
20 Tension Oil Ring Defect, resulting in excessive oil loss and engine damage.

21 196. Despite its knowledge of the defect, GM failed to disclose and concealed, and continues
22 to conceal, this critical information from Plaintiffs and the other Class members, even though, at any
23 point in time, it could have done so through individual correspondence, media release, or by other
24 means.

25 197. Plaintiffs and the other Class members justifiably relied on GM to disclose the Low-
26 Tension Oil Ring Defect in the Class Vehicles that they purchased or leased, because that defect was
27 hidden and not discoverable through reasonable efforts by Plaintiffs and the other Class members.

198. Thus, the running of all applicable statutes of limitation have been suspended with respect to any claims that Plaintiffs and the other Class members have sustained as a result of the defect, by virtue of the fraudulent concealment doctrine.

C. Estoppel

199. GM was under a continuous duty to disclose to Plaintiffs and the other Class members the true character, quality, and nature of the defective Generation IV Vortec 5300 Engines.

200. GM knowingly concealed the true nature, quality, and character of the defective Generation IV Vortec 5300 Engines from consumers.

201. Based on the foregoing, GM is estopped from relying on any statutes of limitations in defense of this action.

VI. CLASS ACTION ALLEGATIONS

202. Plaintiffs bring this action pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of themselves and all others similarly situated.

203. Plaintiffs seek to represent a class (“the Nationwide Class”) defined as:

All current and former owner or lessees of a Class Vehicle (as defined herein) that was purchased in the United States.

204. Plaintiffs also respectively seek to represent the following statewide classes (“the Statewide Classes”) defined as follows:

- All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State of California (“the California Class”).
- All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State of Alabama (“the Alabama Class”).
- All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State of Arkansas (“the Arkansas Class”).
- All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State of Colorado (“the Colorado Class”).
- All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State Delaware (“the Delaware Class”).
- All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State of Florida (“the Florida Class”).

- 1 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
2 was purchased or leased in the State of Georgia (“the Georgia Class”).
- 3 • All current and former owners and lessees of a Class Vehicle (as defined herein) that
4 was purchased or leased in the State of Idaho (“the Idaho Class”).
- 5 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
6 was purchased or leased in the State of Illinois (“the Illinois Class”).
- 7 • All current and former owners and lessees of a Class Vehicle (as defined herein) that
8 was purchased or leased in the State of Indiana (“the Indiana Class”).
- 9 • All current and former owners and lessees of a Class Vehicle (as defined herein) that
10 was purchased or leased in the State of Iowa (“the Iowa Class”).
- 11 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
12 was purchased or leased in the State of Kansas (“the Kansas Class”).
- 13 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
14 was purchased or leased in the State of Kentucky (“the Kentucky Class”).
- 15 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
16 was purchased or leased in the State of Louisiana (“the Louisiana Class”).
- 17 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
18 was purchased or leased in the State of Massachusetts (“the Massachusetts Class”).
- 19 • All current and former owners and lessees of a Class Vehicle (as defined herein) that
20 was purchased or leased in the State of Minnesota (“the Minnesota Class”).
- 21 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
22 was purchased or leased in the State of Mississippi (“the Mississippi Class”).
- 23 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
24 was purchased or leased in the State of Missouri (“the Missouri Class”).
- 25 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
26 was purchased or leased in the State of Nebraska (“the Nebraska Class”).
- 27 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
28 was purchased or leased in the State of New Mexico (“the New Mexico Class”).
- All current and former owners and lessees of a Class Vehicle (as defined herein) that
was purchased or leased in the State of North Carolina (“the North Carolina Class”).
- All current and former owners and lessees of a Class Vehicle (as defined herein) that
was purchased or leased in the State of North Dakota (“the North Dakota Class”).
- All current and former owners or lessees of a Class Vehicle (as defined herein) that
was purchased or leased in the State of Ohio (“the Ohio Class”).
- All current and former owners or lessees of a Class Vehicle (as defined herein) that
was purchased or leased in the State of Oklahoma (“the Oklahoma Class”).

- 1 • All current and former owners and lessees of a Class Vehicle (as defined herein) that
was purchased or leased in the State of Pennsylvania (“the Pennsylvania Class”).
- 2 • All current and former owners and lessees of a Class Vehicle (as defined herein) that
3 was purchased or leased in the State of South Carolina (“the South Carolina Class”).
- 4 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
was purchased or leased in the State of Tennessee (“the Tennessee Class”).
- 5 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
6 was purchased or leased in the State of Texas (“the Texas Class”).
- 7 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
was purchased or leased in the State of Virginia (“the Virginia Class”).
- 8 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
9 was purchased or leased in the State of Washington (“the Washington Class”).
- 10 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
was purchased or leased in the State of West Virginia (“the West Virginia Class”).
- 11 • All current and former owners or lessees of a Class Vehicle (as defined herein) that
12 was purchased or leased in the State of Wisconsin (“the Wisconsin Class”).

13 205. Excluded from each of the Nationwide and Statewide Classes are Defendant General
14 Motors LLC and any of its members, affiliates, parents, subsidiaries, officers, directors, employees,
15 successors, or assigns; the judicial officers, and their immediate family members; and Court staff
16 assigned to this case. Plaintiffs reserve the right to modify or amend these Nationwide and Statewide
17 Class definitions, as appropriate, during the course of this litigation.

18 206. This action has been brought and may properly be maintained on behalf of the
19 Nationwide and Statewide Classes proposed herein under the criteria of Rule 23 of the Federal Rules of
20 Civil Procedure.

21 207. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The members of the
22 Nationwide and Statewide Classes are so numerous and geographically dispersed that individual
23 joinder of all class members is impracticable. While Plaintiffs are informed and believe that there are
24 not less than two million members of the Nationwide and Statewide Classes, the precise number of
25 Nationwide and Statewide Class is unknown to Plaintiffs, but may be ascertained from GM’s books and
26 records. Nationwide and Statewide Class Members may be notified of the pendency of this action by
27 recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic
28 mail, Internet postings, and/or published notice.

208. **Commonality and Predominance – Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3).** This action involves common questions of law and fact, which predominate over any questions affecting individual Nationwide and Statewide Class members, including, without limitation:

- a. whether GM engaged in the conduct alleged herein;
- b. whether GM's alleged conduct violates applicable law;
- c. whether GM designed, advertised, marketed, distributed, leased, sold, or otherwise placed the Class Vehicles into the stream of commerce in the United States;
- d. whether GM misled Nationwide and Statewide Class members about the quality of the Generation IV Vortec 5300 Engines in the Class Vehicles;
- e. whether the Generation IV Vortec 5300 Engines contain the Low-Tension Oil Ring Defect alleged herein;
- f. whether GM had actual or imputed knowledge about the alleged defect but failed to disclose it to Plaintiffs and the other Nationwide and Statewide Class members;
- g. whether GM's omissions and concealment regarding the quality of the Class Vehicles were likely to deceive Statewide Class members in violation of the state consumer protection statutes alleged herein;
- h. whether GM breached its express warranty to the Nationwide and Statewide Class members with respect to the Class Vehicles;
- i. whether Nationwide and Statewide Class members overpaid for their Class Vehicles as a result of the defect alleged herein;
- j. whether Nationwide and Statewide Class members are entitled to damages, restitution, restitutionary disgorgement, equitable relief, statutory damages, exemplary damages, and/or other relief; and
- k. the amount and nature of relief to be awarded to Plaintiffs and the other Nationwide and Statewide Class members.

209. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiffs' claims are typical of the other Nationwide and Statewide Class members' claims because Plaintiffs and the Nationwide

1 and Statewide Class members purchased or leased Class Vehicles that contain defective Generation IV
2 Vortec 5300 Engines. Neither Plaintiffs nor the other Nationwide and Statewide Class Members would
3 have purchased the Class Vehicles, or would have paid less for the Class Vehicles, had they known of
4 the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines. Plaintiffs and the other
5 Nationwide and Statewide Class members suffered damages as a direct proximate result of the same
6 wrongful practices in which GM engaged. Plaintiffs' claims arise from the same practices and course
7 of conduct that give rise to the claims of the other Nationwide and Statewide Class members.

8 210. **Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4).** Plaintiffs
9 are adequate Class representatives because their interests do not conflict with the interests of the other
10 members of the Nationwide and Statewide Classes that they respectively seek to represent, Plaintiffs
11 have retained counsel competent and experienced in complex class action litigation, and Plaintiffs
12 intend to prosecute this action vigorously. The Nationwide and Statewide Classes' interests will be
13 fairly and adequately protected by Plaintiffs and their counsel.

14 211. **Declaratory and Injunctive Relief – Federal Rule of Civil Procedure 23(b)(2).** GM
15 has acted or refused to act on grounds generally applicable to Plaintiffs and the other Nationwide and
16 Statewide Class members, thereby making appropriate final injunctive relief and declaratory relief, as
17 described below, with respect to the Nationwide and Statewide Class members as a whole.

18 212. **Superiority – Federal Rule of Civil Procedure 23(b)(3).** A class action is superior to
19 any other available means for the fair and efficient adjudication of this controversy, and no unusual
20 difficulties are likely to be encountered in the management of this class action. The damages or other
21 financial detriment suffered by Plaintiffs and the other Nationwide and Statewide Class members are
22 relatively small compared to the burden and expense that would be required to individually litigate their
23 claims against GM, so it would be impracticable for the Nationwide and Statewide Class members to
24 individually seek redress for GM's wrongful conduct. Even if the Nationwide and Statewide Class
25 members could afford litigation the court system could not. Individualized litigation creates a potential
26 for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the
27 court system. By contrast, the class action device presents far fewer management difficulties, and
28

provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

VII. CLAIMS FOR RELIEF

A. Claim Brought on Behalf of the Nationwide Class

COUNT 1 VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT 15 U.S.C. §§ 2301, *et seq.*

213. Plaintiffs repeat and reallege paragraphs 1-212 as if fully set forth herein.

214. Plaintiffs bring this Count individually and on behalf of the other members of the Nationwide Class (the “Class,” for purposes of this Count).

215. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301 by virtue of 28 U.S.C. §§ 1332(a) and (d).

216. Plaintiffs are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

217. GM is a “supplier” and “warrantor” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

218. The Class Vehicles are “consumer products” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

219. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written warranty.

220. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

221. GM's Limited Warranty is a written warranty within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles' implied warranty of merchantability is covered by 15 U.S.C. § 2301(7).

222. With respect to Class members' purchases or leases of the Class Vehicles, the terms of GM's written warranty and implied warranty became part of the basis of the bargain between GM, on the one hand, and Plaintiffs and each of the other Class members, on the other.

223. GM breached these warranties as described in more detail above. Without limitation, the Class Vehicles are equipped with defective Generation IV Vortec 5300 Engines, which, as a result of the Low-Tension Oil Ring Defect, are designed so as to prematurely consume an abnormally large amount of oil, resulting in low oil levels, reduced lubricity, and engine damage. The Low-Tension Oil Ring Defect and the problems arising therefrom are exacerbated by the defective Oil Life Monitoring System on each of the Class Vehicles that fails to advise drivers of a decreased oil level in their Class Vehicle until it is at a chronically low level.

224. Plaintiff Ludington, individually and on behalf of the other Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranties, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge. GM has not taken any measures to cure its warranty breaches to Plaintiffs and the other Class members.

225. At the time of sale or lease of each Class Vehicle, GM knew, should have known, or was reckless in not knowing of the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the defective design. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate, and any requirement that Plaintiffs and the other Class members resort to an informal dispute resolution procedure and/or afford GM a reasonable opportunity to cure its breach of warranties is excused and thus deemed satisfied.

226. The amount in controversy of Plaintiffs' individual claims meets or exceeds the sum of \$25. The amount in controversy in this action exceeds the sum of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

227. As a direct and proximate result of GM's breaches of its Limited Warranty and the implied warranty of merchantability, Plaintiffs and the other Class members have sustained damages in an amount to be determined at trial.

228. Plaintiffs, individually and on behalf of all the other Class members, seek all damages permitted by law, including the diminution in value of their vehicles, in an amount to be proven at trial.

B. Claims Brought on Behalf of the Statewide Classes

1. Claims Brought on Behalf of the California Class

COUNT 2
VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT
Cal. Civ. Code. §§ 1750, *et seq.*

229. Plaintiff Siqueiros ("Plaintiff," for purposes of the California Class's claims) repeats and realleges Paragraphs 1-212 as if fully set forth herein.

230. Plaintiff brings this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count).

231. Plaintiff and the other Class members were deceived by GM's failure to disclose that the Class Vehicles share a common design defect in that they are fitted with defective engines that consume an excessive amount of oil, leading to engine damage.

232. GM engaged in unfair or deceptive acts or practices when, in the course of its business, it knowingly omitted material facts as to the characteristics and qualities of the Class Vehicles.

233. GM failed to disclose material information concerning the Class Vehicles that it had a duty to disclose. GM had a duty to disclose the Low-Tension Oil Ring Defect because, as detailed above: (a) GM knew about the Low-Tension Oil Ring Defect, (b) GM had exclusive knowledge regarding the Low-Tension Oil Ring Defect not known to the general public, Plaintiff, or the other Class members; and (c) GM actively concealed material facts concerning the Low-Tension Oil Ring Defect from the general public, Plaintiff, and the other Class members. As detailed above, the

1 information concerning the defect was known to GM at the time of advertising and selling the Class
2 Vehicles, all of which was intended to induce consumers to purchase the Class Vehicles.

3 234. GM intended for Plaintiff and the other Class members to rely on it to provide
4 adequately designed and adequately manufactured automobiles, and to honestly and accurately reveal
5 the problems described throughout this Complaint.

6 235. GM intentionally failed or refused to disclose the Low-Tension Oil Ring Defect to
7 consumers.

8 236. GM's deceptive omissions were intended to induce Plaintiff and the other Class
9 members to believe that the Class Vehicles were adequately designed and manufactured.

10 237. GM's conduct constitutes unfair acts or practices as defined by the California Consumer
11 Legal Remedies Act.

12 238. Plaintiff and the other Class members have suffered injury in fact and actual damages
13 resulting from GM's material omissions because they paid inflated purchase prices for the Class
14 Vehicles. Plaintiff and the other Class members are entitled to recover actual damages, punitive
15 damages, costs and attorneys' fees, and all other relief that the Court deems proper under California
16 Civil Code § 1780.

17 239. In accordance with California Civil Code Section 1782, Plaintiffs' counsel sent a
18 certified letter to GM on November 23, 2016, notifying GM of its § 1770 violations. Pursuant to §
19 1782 of the Act, GM is hereby on notice of its particular § 1770 violations, and Plaintiffs' demands that
20 GM rectify the problems associated with the actions detailed above and give notice to all affected
21 consumers of GM's intent to so act.

22 240. By a letter dated November 29, 2016, GM acknowledged receipt of the November 23,
23 2016 letter, and assigned Plaintiff Siqueiros's case file to its Early Resolution Program. In its
24 November 29, 2016 letter, GM did not commit to provide any remedy for the Low-Tension Oil Ring
25 Defect within Plaintiff Siqueiros's Class Vehicle, did not state that it has taken or will take any actions
26 to identify or notify consumers similarly situated to Plaintiff Siqueiros, and did not commit to ceasing
27 from engaging in the conduct complained of in Plaintiffs' letter. Indeed, in its November 29, 2016
28

letter, GM did not even acknowledge the Low-Tension Oil Ring Defect. Accordingly, Plaintiff Siqueiros's participation in the Early Resolution Program would be futile.

241. Pursuant to California Civil Code § 1780(d), attached hereto as Exhibit A is the affidavit showing that this action has been commenced in the proper forum.

COUNT 3
VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT
FOR BREACH OF EXPRESS WARRANTY
Cal. Civ. Code §§ 1790, *et seq.*

242. Plaintiff Siqueiros ("Plaintiff," for purposes of the California Class's claims) repeats and realleges Paragraphs 1-212 as if fully set forth herein.

243. Plaintiff brings this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count).

244. Plaintiff and the other Class members are "buyers" within the meaning of Cal. Civ. Code. § 1791.

245. The Class Vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791.

246. GM is a "manufacturer" of the Class Vehicles within the meaning of Cal. Civ. Code § 1791.

247. Plaintiff and the other Class members bought or leased Class Vehicles manufactured by GM.

248. GM made an express warranty to Plaintiff and the other Class members within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2, as described above.

249. The Class Vehicles share a common design defect, in that they are equipped with Generation IV Vortec 5300 Engines, which have the Low-Tension Oil Ring Defect, causing the above-described excessive oil consumption, resulting in low oil levels, insufficient lubricity levels, and corresponding internal engine component damage.

250. The Class Vehicles are covered by GM's express warranty. The defect described herein substantially impairs the use, value, and safety of the Class Vehicles to reasonable consumers, including Plaintiff and the other Class members.

251. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

252. GM has had the opportunity to cure the defect in the Class Vehicles, but it has chosen not to do so. Giving GM a chance to cure the defect is not practicable in this case and would serve only to delay this litigation, and is thus unnecessary.

253. As a result of GM's breach of its express warranty, Plaintiff and the other Class members received goods with substantially impaired value. Plaintiff and the other Class members have been damaged as a result of the diminished value of the Class Vehicles resulting from the Low-Tension Oil Ring Defect.

254. Pursuant to Cal. Civ. Code §§ 1793.2 & 1794, Plaintiff and the other Class members are entitled to damages and other legal and equitable relief, including, at their election, the purchase price of their vehicles, or the overpayment or diminution in value of their Class Vehicles.

255. Pursuant to Cal. Civ. Code § 1794, Plaintiff and the other Class members are entitled to costs and attorneys' fees.

COUNT 4
VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT
FOR BREACH OF IMPLIED WARRANTY
Cal. Civ. Code §§ 1790, *et seq.*

256. Plaintiff Siqueiros ("Plaintiff," for purposes of the California Class's claims) repeats and realleges Paragraphs 1-212 as if fully set forth herein.

257. Plaintiff brings this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count).

258. Plaintiff and the other Class members who purchased their Class Vehicles in California are "buyers" within the meaning of Cal. Civ. Code. § 1791.

259. The Class Vehicles are “consumer goods” within the meaning of Cal. Civ. Code § 1791.

260. GM is a “manufacturer” of the Class Vehicles within the meaning of Cal. Civ. Code § 1791.

261. GM impliedly warranted to Plaintiff and the other members of the Class that the Class Vehicles were “merchantable” within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792.

262. Cal. Civ. Code § 1791.1(a) states that: “Implied warranty of merchantability” or “implied warranty that goods are merchantable” means that the consumer goods meet each of the following:

(1) Pass without objection in the trade under the contract description;

(2) Are fit for the ordinary purposes for which such goods are used;

(3) Are adequately contained, packaged, and labeled; and

(4) Conform to the promises or affirmations of fact made on the container or label.

263. The Class Vehicles would not pass without objection in the automotive trade because they share a common design defect in that they are equipped with Generation IV Vortec 5300 Engines, which have the Low-Tension Oil Ring Defect, causing the above-described excessive oil consumption, resulting in low oil levels, insufficient lubricity levels, and corresponding internal engine component damage.

264. Because of the Low-Tension Oil Ring Defect, the Class Vehicles are not fit for their ordinary purposes.

265. The Class Vehicles were not adequately labeled because the labeling failed to disclose the defects described herein.

266. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM’s headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through

1 numerous complaints filed against it directly and through its dealers, as well as its own internal
2 engineering knowledge.

3 267. GM has had the opportunity to cure the defect in the Class Vehicles, but it has chosen
4 not to do so. Giving GM a chance to cure the defect is not practicable in this case and would serve only
5 to delay this litigation, and is thus unnecessary.

6 268. As a result of GM's breach of its implied warranty, Plaintiff and the other Class
7 members received goods with substantially impaired value. Plaintiff and the other Class members have
8 been damaged as a result of the diminished value of the Class Vehicles.

9 269. Under Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiff and the other Class members are
10 entitled to damages and other legal and equitable relief, including, at their election, the purchase price
11 of their Class Vehicles, or the overpayment or diminution in value of their Class Vehicles.

12 270. Under Cal. Civ. Code § 1794, Plaintiff and the other Class members are entitled to costs
13 and attorneys' fees.

14 **COUNT 5**
15 **FRAUDULENT OMISSION**

16 271. Plaintiff Siqueiros ("Plaintiff," for purposes of the California Class's claims) repeats and
17 realleges Paragraphs 1-212 as if fully set forth herein.

18 272. Plaintiff brings this Count individually and on behalf of the other members of the
19 California Class ("Class," for purposes of this Count).

20 273. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
21 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
22 Class.

23 274. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
24 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
25 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
26 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
27 of the Class Vehicles.
28

275. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

276. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

277. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

278. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

279. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

280. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 6 UNJUST ENRICHMENT

281. Plaintiff Siqueiros ("Plaintiff," for purposes of the California Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

282. Plaintiff brings this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count).

283. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

284. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

285. It is inequitable and unconscionable for GM to retain these benefits.

286. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

287. GM knowingly accepted the unjust benefits of its wrongful conduct.

288. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

COUNT 7
VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW
CAL. BUS. & PROF. CODE §§ 17200, *et seq.*

289. Plaintiff Siqueiros ("Plaintiff," for purposes of the California Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

290. Plaintiff brings this Count individually and on behalf of the other members of the California Class ("Class," for purposes of this Count).

291. California Business and Professions Code § 17200 prohibits any "unlawful, unfair, or fraudulent business acts or practices."

292. GM's conduct violated multiple statutes and the common law, as alleged herein.

293. GM has violated § 17200 by knowingly selling Class Vehicles that include defective engines with Low-Tension Oil Rings that cause excessive oil consumption and omitting mention of this defect to consumers.

294. GM's conduct was unscrupulous, offended established public policy, and was fraudulent.

295. The harm caused by GM's conduct greatly outweighs any benefit to consumers.

296. Plaintiff relied on the omissions of GM with respect to the quality and reliability of the Class Vehicles. Plaintiff and the other Class members would not have purchased or leased their Class Vehicles, and/or paid as much for them, but for GM's omissions.

297. GM concealed and failed to disclose material information about the Class Vehicles in a manner that is likely to, and in fact did, deceive consumers and the public.

298. All of the wrongful conduct alleged herein occurred in the conduct of GM's business.

299. Plaintiff, individually and on behalf of the other Class members, requests that this Court restore to Plaintiff and the other Class members any money acquired by unfair competition, including restitution and/or restitutionary disgorgement.

2. Claims Brought on Behalf of the Alabama Class

COUNT 8 BREACH OF EXPRESS WARRANTY Ala. Code. §§ 7-2-313 and 7-2A-210

300. Plaintiff Brannan ("Plaintiff," for purposes of the Alabama Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

301. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the "Class," for purposes of this Count).

302. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

303. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

304. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

1 305. GM breached its express warranty to repair defects in materials and workmanship within
2 the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles' materials
3 and workmanship defects.

4 306. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
5 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
6 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
7 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
8 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
9 numerous complaints filed against it directly and through its dealers, as well as its own internal
10 engineering knowledge.

11 307. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
12 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
13 and/or has refused to adequately provided the promised remedies within a reasonable time.

14 308. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
15 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
16 and on behalf of the other Class members, seeks all remedies as allowed by law.

17 309. Also, as alleged in more detail herein, at the time that GM warranted and sold the Class
18 Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective,
19 and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class
20 members were therefore induced to purchase or lease the GM Vehicles under false pretenses.

21 310. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
22 through the limited remedy of repairs, as those incidental and consequential damages have already been
23 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure
24 to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other
25 Class members' remedies would be insufficient to make them whole.

26 311. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and
27 the other Class members have been damaged in an amount to be determined at trial.

COUNT 9
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Ala. Code §§ 7-2-314 and 7-2A-212

312. Plaintiff Brannan (“Plaintiff,” for purposes of the Alabama Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

313. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the “Class,” for purposes of this Count).

314. GM is and was at all relevant times a merchant with respect to motor vehicles under Ala. Code §§ 7-2-104 and 7-2A-103.

315. Pursuant to Ala. Code §§ 7-2-314 and 7-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

316. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

317. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM’s headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

318. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM’s breach of the warranty of merchantability.

319. As a direct and proximate result of GM’s breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 10
FRAUDULENT OMISSION

320. Plaintiff Brannan (“Plaintiff,” for purposes of the Alabama Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

321. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the “Class,” for purposes of this Count).

322. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.

323. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

324. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

325. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

326. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

327. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

328. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other

1 members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased,
2 or pay more for a Class Vehicle than they otherwise would have paid.

3 329. As a direct and proximate result of GM's omissions, Plaintiff and the other members of
4 the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if
5 the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in
6 an amount to be determined at trial.

7 **COUNT 11**
8 **UNJUST ENRICHMENT**

9 330. Plaintiff Brannan ("Plaintiff," for purposes of the Alabama Class's claims) repeats and
10 realleges paragraphs 1-212 as if fully set forth herein.

11 331. Plaintiff brings this Count individually and on behalf of the other members of the
12 Alabama Class (the "Class," for purposes of this Count).

13 332. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles
14 that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and
15 Plaintiff and the other members of the Class have overpaid for these vehicles.

16 333. GM has received and retained unjust benefits from Plaintiff and the other members of
17 the Class, and inequity has resulted.

18 334. It is inequitable and unconscionable for GM to retain these benefits.

19 335. Because GM concealed its fraud and deception, Plaintiff and the other members of the
20 Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's
21 misconduct.

22 336. GM knowingly accepted the unjust benefits of its wrongful conduct.

23 337. As a result of GM's misconduct, the amount of its unjust enrichment should be
24 disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at
25 trial.
26
27
28

3. Claims Brought on Behalf of the Arkansas Class

COUNT 12
VIOLATIONS OF ARKANSAS'S
DECEPTIVE TRADE PRACTICES ACT
Ark. Code Ann. §§ 4-88-101, *et seq.*

338. Plaintiff Goodwin (“Plaintiff,” for purposes of the Arkansas Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

339. Plaintiff brings this claim individually and on behalf of the other members of the Arkansas Class (the “Class,” for purposes of this Count).

340. The Arkansas Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-107, prohibits “[e]ngaging in . . . unconscionable, false, or deceptive act[s] or practice[s] in business, commerce, or trade.” The Arkansas Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-108, also prohibits in connection with the sale or advertisement of goods: “(1) The act, use, or employment by any person of any deception, fraud, or false pretense; or (2) The concealment, suppression, or omission of any material fact with the intent that others rely upon the concealment, suppression, or omission.”

341. By the conduct described in detail above and incorporated herein, GM engaged in deceptive trade practices.

342. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

343. GM intended for Plaintiff and the other Class members to rely on GM's omissions regarding the Low-Tension Oil Ring Defect.

344. Plaintiff and the other Class members justifiably acted or relied to their detriment upon GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

345. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

346. GM's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

347. In addition to being deceptive, the business practices of GM were unfair because GM knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of GM's exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.

348. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Ark. Code Ann. § 4-88-113.

COUNT 13
BREACH OF EXPRESS WARRANTY
Ark. Code Ann. §§ 4-2-313 and 4-2A-210

349. Plaintiff Goodwin ("Plaintiff," for the purposes of the Arkansas Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

350. Plaintiff brings this Count individually and on behalf of the other members of the Arkansas Class (the "Class," for purposes of this Count).

351. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

352. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

353. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

354. GM breached its express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

355. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

356. Furthermore, the Limited Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed and/or has refused to adequately provided the promised remedies within a reasonable time.

357. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies as allowed by law.

358. Also, as alleged in more detail herein, at the time that GM warranted, leased, and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore induced to purchase or lease the GM Vehicles under false pretenses.

359. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other Class members' remedies would be insufficient to make them whole.

360. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 14
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Ark. Code Ann. 4-2-314 and 4-2A-212

361. Plaintiff Goodwin ("Plaintiff," for purposes of the Arkansas Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

362. Plaintiff brings this Count individually and on behalf of the other members of the Arkansas Class (the "Class," for purposes of this Count).

363. GM is and was at all relevant times a merchant with respect to motor vehicles under Ark. Code Ann. §§ 4-2-104 and 4-2A-103.

364. Pursuant to Ark. Code Ann. §§ 4-2-314 and 4-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

365. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for

1 which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring
2 Defect which causes excessive oil loss and leads to engine damage.

3 366. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
4 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
5 corresponding breach of warranty, through a notice letter dated October 27, 2016 and delivered by
6 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
7 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
8 numerous complaints filed against it directly and through its dealers, as well as its own internal
9 engineering knowledge.

10 367. Plaintiff and the other Class members suffered injuries due to the defective nature of the
11 Class Vehicles and GM's breach of the warranty of merchantability.

12 368. As a direct and proximate result of GM's breach of the warranty of merchantability,
13 Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

14 **COUNT 15**
15 **FRAUDULENT OMISSION**

16 369. Plaintiff Goodwin ("Plaintiff," for purposes of the Arkansas Class's claims) repeats and
17 realleges paragraphs 1-212 as if fully set forth herein.

18 370. Plaintiff brings this Count individually and on behalf of the other members of the
19 Arkansas Class (the "Class," for purposes of this Count).

20 371. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
21 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
22 Class.

23 372. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
24 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
25 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
26 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
27 of the Class Vehicles.
28

373. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

374. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

375. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

376. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

377. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

378. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 16
UNJUST ENRICHMENT

379. Plaintiff Goodwin ("Plaintiff," for purposes of the Arkansas Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

380. Plaintiff brings this Count individually and on behalf of the other members of the Arkansas Class (the "Class," for purposes of this Count).

381. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

382. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

383. It is inequitable and unconscionable for GM to retain these benefits.

384. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

385. GM knowingly accepted the unjust benefits of its wrongful conduct.

386. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

4. Claims Brought on Behalf of the Colorado Class

COUNT 17 VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT Colo. Rev. Stat. §§ 6-1-101, *et seq.*

387. Plaintiff Edgecomb ("Plaintiff," for purposes of the Colorado Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

388. Plaintiff brings this claim individually and on behalf of the other members of the Colorado Class (the "Class," for purposes of this Count).

389. The Colorado Consumer Protection Act provides a cause of action "against any person who has engaged in or caused another to engage in any deceptive practices listed in [the Act]. Colo. Rev. Stat. § 6-1-113.

390. The deceptive trade practices listed in the Colorado Consumer Protection Act include: the "fail[ure] to disclose material information concerning goods, services, or property which information was known at the time of an advertisement or sale if such failure was intended to induce the consumer to enter into a transaction." Colo. Rev. Stat. § 6-1-105.

391. By the conduct described in detail above and incorporated herein, GM engaged in deceptive acts in violation of the Colorado Consumer Protection Act.

392. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

393. GM intended for Plaintiff and the other Class members to rely on GM's omissions regarding the Low-Tension Oil Ring Defect.

394. Plaintiff and the other Class members justifiably acted or relied to their detriment upon GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

395. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

396. GM's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

397. In addition to being deceptive, the business practices of GM were unfair because GM knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of GM's exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.

398. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered

diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Colo. Rev. Stat. §§ 6-1-101, *et seq.*

COUNT 18
BREACH OF EXPRESS WARRANTY
Colo. Rev. Stat. §§ 4-2-313 and 4-2.5-210

399. Plaintiff Edgecomb ("Plaintiff," for the purposes of the Colorado Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

400. Plaintiff brings this Count individually and on behalf of the other members of the Colorado Class (the "Class," for purposes of this Count).

401. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

402. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

403. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

404. GM breached its express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

405. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed

on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

406. Furthermore, the Limited Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed and/or has refused to adequately provided the promised remedies within a reasonable time.

407. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies as allowed by law.

408. Also, as alleged in more detail herein, at the time that GM warranted, leased, and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore induced to purchase or lease the GM Vehicles under false pretenses.

409. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other Class members' remedies would be insufficient to make them whole.

410. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 19
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Colo. Rev. Stat. §§ 4-2-314 and 4-2.5-212

411. Plaintiff Edgecomb ("Plaintiff," for purposes of the Colorado Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

412. Plaintiff brings this Count individually and on behalf of the other members of the Colorado Class (the "Class," for purposes of this Count).

413. GM is and was at all relevant times a merchant with respect to motor vehicles under Colo. Rev. Stat. §§ 4-2-104 and 4-2.5-103.

414. Pursuant to Colo. Rev. Code §§ 4-2-314 and 4-2.5-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

415. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

416. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016 and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

417. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM's breach of the warranty of merchantability.

418. As a direct and proximate result of GM's breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 20
FRAUDULENT OMISSION

419. Plaintiff Edgecomb (“Plaintiff,” for purposes of the Colorado Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

420. Plaintiff brings this Count individually and on behalf of the other members of the Colorado Class (the “Class,” for purposes of this Count).

421. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.

422. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

423. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

424. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

425. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

426. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

427. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

428. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 21
UNJUST ENRICHMENT

429. Plaintiff Edgecomb (“Plaintiff,” for purposes of the Colorado Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

430. Plaintiff brings this Count individually and on behalf of the other members of the Colorado Class (the “Class,” for purposes of this Count).

431. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM’s concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

432. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

433. It is inequitable and unconscionable for GM to retain these benefits.

434. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM’s misconduct.

435. GM knowingly accepted the unjust benefits of its wrongful conduct.

436. As a result of GM’s misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

5. Claims Brought on Behalf of the Delaware Class

COUNT 22
VIOLATIONS OF THE DELAWARE
CONSUMER FRAUD ACT
Del. Code Ann. tit. 6, §§ 2511, et seq.

437. Plaintiff Perkins (“Plaintiff,” for purposes of the Delaware Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

438. Plaintiff brings this claim individually and on behalf of the other members of the Delaware Class (the “Class,” for purposes of this Count).

439. The Delaware Consumer Fraud Act, Del. Code Ann. tit. 6, §§ 2511, *et seq.*, states that: “The act, use or employment by any person of any deception, fraud, false pretense . . . or the

1 concealment, suppression, or omission of any material fact with intent that others rely upon such
2 concealment, suppression or omission, in connection with the sale, lease or advertisement of any
3 merchandise, whether or not any person has in fact been misled, deceived or damaged thereby, is an
4 unlawful practice.”

5 440. By the conduct described in detail above and incorporated herein, GM engaged in unfair
6 or deceptive acts in violation of the Delaware Consumer Fraud Act.

7 441. GM’s omissions regarding the Low-Tension Oil Ring Defect, described above, that
8 results in abnormally high oil consumption and resultant engine damage within the Generation IV
9 Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding
10 whether or not to purchase (or to pay the same price for) the Class Vehicles.

11 442. GM intended for Plaintiff and the other Class members to rely on GM’s omissions
12 regarding the Low-Tension Oil Ring Defect.

13 443. Plaintiff and the other Class members justifiably acted or relied to their detriment upon
14 GM’s omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in
15 abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300
16 Engines, as evidenced by Plaintiff and the other Class members’ purchases of Class Vehicles.

17 444. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect
18 to Plaintiff and the other Class members, Plaintiff and the other Class members would not have
19 purchased or leased Class Vehicles or would have paid less to do so.

20 445. GM’s omissions have deceived Plaintiff, and those same business practices have
21 deceived or are likely to deceive members of the consuming public and the other members of the Class.

22 446. In addition to being deceptive, the business practices of GM were unfair because GM
23 knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are
24 essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other
25 Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiffs and
26 the other Class members or to competition under all of the circumstances. Moreover, in light of GM’s
27
28

exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.

447. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Del. Code Ann. tit. 6, §§ 2511, *et seq.*

COUNT 23
BREACH OF EXPRESS WARRANTY
Del. Code Ann. tit. 6, §§ 2-313 and 2A-210

448. Plaintiff Perkins ("Plaintiff," for purposes of the Delaware Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

449. Plaintiff brings this Count individually and on behalf of the other members of the Delaware Class (the "Class," for purposes of this Count).

450. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

451. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

452. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

1 453. GM breached the express warranty to repair defects in materials and workmanship
2 within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles'
3 materials and workmanship defects.

4 454. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
5 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
6 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
7 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
8 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
9 numerous complaints filed against it directly and through its dealers, as well as its own internal
10 engineering knowledge.

11 455. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
12 remedy is insufficient to make Plaintiffs and the other Class members whole and because GM has
13 failed and/or has refused to adequately provided the promised remedies within a reasonable time.

14 456. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
15 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
16 and on behalf of the other Class members, seeks all remedies allowable by law.

17 457. Also, and as alleged in more detail herein, at the time that GM warranted and sold the
18 Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently
19 defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the
20 other Class members were, therefore, induced to purchase or lease the Class Vehicles under false
21 pretenses.

22 458. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
23 through the limited remedy of repairs, as those incidental and consequential damages have already been
24 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure
25 to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other
26 Class members' remedies would be insufficient to make them whole.

459. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 24
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Del. Code Ann. tit. 6, §§ 2-314 and 2A-212

460. Plaintiff Perkins ("Plaintiff," for purposes of the Delaware Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

461. Plaintiff brings this Count individually and on behalf of the other members of the Delaware Class (the "Class," for purposes of this Count).

462. GM is and was at all relevant times a merchant with respect to motor vehicles under Del. Code Ann. tit. 6, §§ 2-104 and 2A-103.

463. Pursuant to Del. Code Ann. tit. 6, §§ 2-314 and 2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

464. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

465. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016 and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

466. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM's breach of the warranty of merchantability.

467. As a direct and proximate result of GM's breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 25
FRAUDULENT OMISSION

468. Plaintiff Perkins (“Plaintiff,” for purposes of the Delaware Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

469. Plaintiff brings this Count individually and on behalf of the other members of the Delaware Class (the “Class,” for purposes of this Count).

470. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines when it marketed and sold the Class Vehicles to Plaintiffs and the other members of the Class.

471. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect GM had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

472. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

473. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

474. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

475. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

476. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

477. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 26
UNJUST ENRICHMENT

478. Plaintiff Perkins (“Plaintiff,” for purposes of the Delaware Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

479. Plaintiff brings this Count individually and on behalf of the other members of the Delaware Class (the “Class,” for purposes of this Count).

480. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

481. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

482. It is inequitable and unconscionable for GM to retain these benefits.

483. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

484. GM knowingly accepted the unjust benefits of its wrongful conduct.

485. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

6. Claims Brought on Behalf of the Florida Class

COUNT 27
**VIOLATIONS OF THE FLORIDA DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT**
Fla. Stat. §§ 502.201, *et seq.*

486. Plaintiffs Ludington and Shorter (“Plaintiffs,” for purposes of the Florida Class’s claims) repeat and reallege paragraphs 1-212 as if fully set forth herein.

487. Plaintiffs bring this claim individually and on behalf of the other members of the Florida Class (the “Class,” for purposes of this Count).

488. The Florida Deceptive and Unfair Trade Practices Act, F.S.A. §§ 501.201, *et seq.*, states that, “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”

489. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of F.S.A. § 501.204.

490. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

491. GM intended for Plaintiff and the other Class members to rely on GM's omissions regarding the Low-Tension Oil Ring Defect.

492. Plaintiffs and the other Class members justifiably acted or relied to their detriment upon GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, as evidenced by Plaintiffs and the other Class members' purchases of Class Vehicles.

493. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect to Plaintiffs and the other Class members, Plaintiffs and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

494. GM's omissions have deceived Plaintiffs, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

495. In addition to being deceptive, the business practices of GM were unfair because GM knowingly sold Plaintiffs and the other Class members Class Vehicles with defective engines that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiffs and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiffs and the other Class members or to competition under all of the circumstances. Moreover, in light of GM's exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiffs or the other Class members could have reasonably avoided.

496. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiffs and the other Class members have suffered ascertainable loss and actual damages. Plaintiffs and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiffs and the other Class members also suffered diminished value of their vehicles. Plaintiffs and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under F.S.A. §§ 501.201, *et seq.*

COUNT 28
BREACH OF EXPRESS WARRANTY
Fla. Stat. §§ 672.313 and 680.21

497. Plaintiffs Ludington and Shorter ("Plaintiffs," for purposes of the Florida Class's claims) repeat and reallege paragraphs 1-212 as if fully set forth herein.

498. Plaintiffs bring this Count individually and on behalf of the other members of the Florida Class (the "Class," for purposes of this Count).

499. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

500. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

1 Warranty repairs, including towing, parts, and labor, will be made at no charge.

2 501. GM's Limited Warranty formed the basis of the bargain that was reached when
3 Plaintiffs and the other Class members purchased or leased their Class Vehicles equipped with the
4 defective Generation IV Vortec 5300 Engines.

5 502. GM breached the express warranty to repair defects in materials and workmanship
6 within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles'
7 materials and workmanship defects.

8 503. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
9 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
10 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
11 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
12 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
13 numerous complaints filed against it directly and through its dealers, as well as its own internal
14 engineering knowledge.

15 504. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
16 remedy is insufficient to make Plaintiffs and the other Class members whole and because GM has
17 failed and/or has refused to adequately provided the promised remedies within a reasonable time.

18 505. Accordingly, recovery by Plaintiffs and the other Class members is not limited to the
19 limited warranty of repair to parts defective in materials and workmanship, and Plaintiffs, individually
20 and on behalf of the other Class members, seeks all remedies allowable by law.

21 506. Also, and as alleged in more detail herein, at the time that GM warranted and sold the
22 Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently
23 defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiffs and the
24 other Class members were, therefore, induced to purchase or lease the Class Vehicles under false
25 pretenses.

26 507. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
27 through the limited remedy of repairs, as those incidental and consequential damages have already been
28 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure

1 to provide such limited remedy within a reasonable time, and any limitation on Plaintiffs and the other
2 Class members' remedies would be insufficient to make them whole.

3 508. As a direct and proximate result of GM's breach of its express warranty, Plaintiffs and
4 the other Class members have been damaged in an amount to be determined at trial.

5 **COUNT 29**
6 **FRAUDULENT OMISSION**

7 509. Plaintiffs Ludington and Shorter ("Plaintiffs," for purposes of the Florida Class's claims)
8 repeat and reallege paragraphs 1-212 as if fully set forth herein.

9 510. Plaintiffs bring this Count individually and on behalf of the other members of the
10 Florida Class (the "Class," for purposes of this Count).

11 511. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
12 5300 Engines when it marketed and sold the Class Vehicles to Plaintiffs and the other members of the
13 Class.

14 512. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
15 Vortec 5300 Engines, and having known that Plaintiffs and the other members of the Class could not
16 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
17 disclose the defect to Plaintiffs and the other members of the Class in connection with the sale or lease
18 of the Class Vehicles.

19 513. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec
20 5300 Engines to Plaintiffs and the other members of the Class in connection with the sale of the Class
21 Vehicles.

22 514. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation
23 IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class
24 Vehicles.

25 515. In purchasing the Class Vehicles, Plaintiffs and the other members of the Class
26 reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

516. Had Plaintiffs and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

517. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiffs and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

518. As a direct and proximate result of GM's omissions, Plaintiffs and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 30
UNJUST ENRICHMENT

519. Plaintiffs Ludington and Shorter ("Plaintiffs," for purposes of the Florida Class's claims) repeat and reallege paragraphs 1-212 as if fully set forth herein.

520. Plaintiffs bring this Count individually and on behalf of the other members of the Florida Class (the "Class," for purposes of this Count).

521. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and Plaintiffs and the other members of the Class have overpaid for these vehicles.

522. GM has received and retained unjust benefits from Plaintiffs and the other members of the Class, and inequity has resulted.

523. It is inequitable and unconscionable for GM to retain these benefits.

524. Because GM concealed its fraud and deception, Plaintiffs and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

525. GM knowingly accepted the unjust benefits of its wrongful conduct.

526. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

7. Claims Brought on Behalf of the Georgia Class

COUNT 31
VIOLATIONS OF GEORGIA'S
FAIR BUSINESS PRACTICES ACT
Ga. Stat. Ann. §§ 10-1-390, *et seq.*

527. Plaintiff Bradford ("Plaintiff," for purposes of the Georgia Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

528. Plaintiff brings this claim individually and on behalf of the other members of the Georgia Class (the "Class," for purposes of this Count).

529. The Georgia Fair Business Practices Act, Ga. Stat. Ann. § 10-1-393, states that, "[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce are declared unlawful."

530. By the conduct described in detail above and incorporated herein, GM engaged in unfair and deceptive trade practices.

531. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

532. GM intended for Plaintiff and the other Class members to rely on GM's omissions regarding the Low-Tension Oil Ring Defect.

533. Plaintiff and the other Class members justifiably acted or relied to their detriment upon GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

534. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

535. GM's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

536. In addition to being deceptive, the business practices of GM were unfair because GM knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of GM's exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.

537. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Ga. Stat. Ann. § 10-1-399.

COUNT 32
BREACH OF EXPRESS WARRANTY
Ga. Stat. Ann. §§ 11-2-313 and 11-2a-210

538. Plaintiff Bradford ("Plaintiff," for the purposes of the Georgia Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

539. Plaintiff brings this Count individually and on behalf of the other members of the Georgia Class (the "Class," for purposes of this Count).

540. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

541. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

542. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

543. GM breached its express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

544. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

545. Furthermore, the Limited Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed and/or has refused to adequately provided the promised remedies within a reasonable time.

546. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies as allowed by law.

547. Also, as alleged in more detail herein, at the time that GM warranted, leased, and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore induced to purchase or lease the GM Vehicles under false pretenses.

548. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other Class members' remedies would be insufficient to make them whole.

549. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 33
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Ga. Stat. Ann. 84-2-314 and 84-2A-212

550. Plaintiff Bradford ("Plaintiff," for purposes of the Georgia Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

551. Plaintiff brings this Count individually and on behalf of the other members of the Georgia Class (the "Class," for purposes of this Count).

552. GM is and was at all relevant times a merchant with respect to motor vehicles under Ga. Stat. Ann. §§ 11-2-104 and 11-2A-103.

553. Pursuant to Ga. Stat. Ann. §§ 11-2-314 and 84-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

554. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for

1 which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring
2 Defect which causes excessive oil loss and leads to engine damage.

3 555. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
4 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
5 corresponding breach of warranty, through a notice letter dated October 27, 2016 and delivered by
6 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
7 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
8 numerous complaints filed against it directly and through its dealers, as well as its own internal
9 engineering knowledge.

10 556. Plaintiff and the other Class members suffered injuries due to the defective nature of the
11 Class Vehicles and GM's breach of the warranty of merchantability.

12 557. As a direct and proximate result of GM's breach of the warranty of merchantability,
13 Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

14 **COUNT 34**
15 **FRAUDULENT OMISSION**

16 558. Plaintiff Bradford ("Plaintiff," for purposes of the Georgia Class's claims) repeats and
17 realleges paragraphs 1-212 as if fully set forth herein.

18 559. Plaintiff brings this Count individually and on behalf of the other members of the
19 Georgia Class (the "Class," for purposes of this Count).

20 560. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
21 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
22 Class.

23 561. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
24 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
25 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
26 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
27 of the Class Vehicles.
28

562. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

563. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

564. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

565. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

566. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

567. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 35
UNJUST ENRICHMENT

568. Plaintiff Bradford (“Plaintiff,” for purposes of the Georgia Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

569. Plaintiff brings this Count individually and on behalf of the other members of the Georgia Class (the “Class,” for purposes of this Count).

570. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

571. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

572. It is inequitable and unconscionable for GM to retain these benefits.

573. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

574. GM knowingly accepted the unjust benefits of its wrongful conduct.

575. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

8. Claims Brought on Behalf of the Idaho Class

COUNT 36 VIOLATIONS OF THE IDAHO CONSUMER PROTECTION ACT Idaho Code Ann. §§ 48-601, *et seq.*

576. Plaintiff Del Valle ("Plaintiff," for purposes of the Idaho Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

577. Plaintiff brings this Count individually and on behalf of the other members of the Idaho Class (the "Class," for purposes of this Count).

578. GM, Plaintiff and the other members of the Idaho Class are natural persons and legal entities and, as such, constitute "persons" as defined by Idaho Code Ann. § 48-602(1).

579. GM is engaged in "trade" or "commerce" within the meaning of Idaho Code Ann. § 48-602(2).

580. The Idaho Consumer Protection Act ("Idaho CPA") prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce" Idaho Code Ann. § 48-603.

581. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of Idaho Code Ann. § 48-603.

582. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV

1 Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding
2 whether or not to purchase (or to pay the same price for) the Class Vehicles.

3 583. GM intended for Plaintiff and the other Class members to rely on GM's omissions
4 regarding the Low-Tension Oil Ring Defect.

5 584. Plaintiff and the other Class members justifiably acted or relied to their detriment upon
6 GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in
7 abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300
8 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

9 585. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect
10 to Plaintiffs and the other Class members, Plaintiff and the other Class members would not have
11 purchased or leased Class Vehicles or would have paid less to do so.

12 586. GM's omissions have deceived Plaintiff, and those same business practices have
13 deceived or are likely to deceive members of the consuming public and the other members of the Class.

14 587. In addition to being deceptive, the business practices of GM were unfair because GM
15 knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are
16 essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other
17 Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and
18 the other Class members or to competition under all of the circumstances. Moreover, in light of GM's
19 exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the
20 other Class members could have reasonably avoided.

21 588. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff
22 and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the
23 other Class members who purchased or leased the Class Vehicles would not have purchased or leased
24 the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-
25 Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered
26 diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual
27 damages, attorneys' fees and costs, and all other relief allowed under Idaho Code Ann. § 48-608.

COUNT 37
BREACH OF EXPRESS WARRANTY
Idaho Code Ann. §§ 28-2-313 and 28-12-210

589. Plaintiff Del Valle (“Plaintiff,” for purposes of the Idaho Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

590. Plaintiff brings this Count individually and on behalf of the other members of the Idaho Class (the “Class,” for purposes of this Count).

591. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

592. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

593. GM’s Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

594. GM breached its express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles’ materials and workmanship defects.

595. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM’s headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

596. Furthermore, the Limited Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed and/or has refused to adequately provided the promised remedies within a reasonable time.

597. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies as allowed by law.

598. Also, as alleged in more detail herein, at the time that GM warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore induced to purchase or lease the GM Vehicles under false pretenses.

599. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other Class members' remedies would be insufficient to make them whole.

600. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 38
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Idaho Code Ann. §§ 28-2-314 and 28-12-212

601. Plaintiff Del Valle ("Plaintiff," for purposes of the Idaho Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

602. Plaintiff brings this Count individually and on behalf of the other members of the Idaho Class (the "Class," for purposes of this Count).

603. GM is and was at all relevant times a merchant with respect to motor vehicles under Idaho Code Ann. §§ 28-2-104 and 28-12-103.

612. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

613. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

614. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

615. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

616. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

617. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

618. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 40
UNJUST ENRICHMENT

619. Plaintiff Del Valle ("Plaintiff," for purposes of the Idaho Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

620. Plaintiff brings this Count individually and on behalf of the other members of the Idaho Class (the “Class,” for purposes of this Count).

621. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM’s concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

622. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

623. It is inequitable and unconscionable for GM to retain these benefits.

624. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM’s misconduct.

625. GM knowingly accepted the unjust benefits of its wrongful conduct.

626. As a result of GM’s misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

9. Claims Brought on Behalf of the Illinois Class

COUNT 41 **VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD** **AND DECEPTIVE BUSINESS PRACTICES ACT** **815 Ill. Comp. Stat. 505/1, et seq.**

627. Plaintiff Hanneken (“Plaintiff,” for purposes of the Illinois Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

628. Plaintiff brings this claim individually and on behalf of the other members of the Illinois Class (the “Class,” for purposes of this Count).

629. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/2, states that, “[u]nfair methods of competition and unfair or deceptive acts or practices . . . are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.”

630. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act.

631. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

632. GM intended for Plaintiff and the other Class members to rely on GM's omissions regarding the Low-Tension Oil Ring Defect.

633. Plaintiff and the other Class members justifiably acted or relied to their detriment upon GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

634. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

635. GM's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

636. In addition to being deceptive, the business practices of GM were unfair because GM knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of GM's exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.

637. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered

diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under 815 Ill Comp. Stat. 505/1, *et seq.*

COUNT 42
BREACH OF EXPRESS WARRANTY
810 Ill. Comp. Stat. 5/2-313 and 5/2A-210

638. Plaintiff Hanneken ("Plaintiff," for the purposes of the Illinois Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

639. Plaintiff brings this Count individually and on behalf of the other members of the Illinois Class (the "Class," for purposes of this Count).

640. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

641. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

642. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

643. GM breached its express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

644. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through

1 numerous complaints filed against it directly and through its dealers, as well as its own internal
2 engineering knowledge.

3 645. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
4 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
5 and/or has refused to adequately provided the promised remedies within a reasonable time.

6 646. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
7 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
8 and on behalf of the other Class members, seeks all remedies as allowed by law.

9 **COUNT 43**
10 **FRAUDULENT OMISSION**

11 647. Plaintiff Hanneken ("Plaintiff," for purposes of the Illinois Class's claims) repeats and
12 realleges paragraphs 1-212 as if fully set forth herein.

13 648. Plaintiff brings this Count individually and on behalf of the other members of the Illinois
14 Class (the "Class," for purposes of this Count).

15 649. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
16 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
17 Class.

18 650. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
19 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
20 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
21 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
22 of the Class Vehicles.

23 651. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec
24 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class
25 Vehicles.

26 652. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation
27 IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class
28 Vehicles.

653. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

654. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

655. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

656. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 44
UNJUST ENRICHMENT

657. Plaintiff Hanneken ("Plaintiff," for purposes of the Illinois Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

658. Plaintiff brings this Count individually and on behalf of the other members of the Illinois Class (the "Class," for purposes of this Count).

659. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

660. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

661. It is inequitable and unconscionable for GM to retain these benefits.

662. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

663. GM knowingly accepted the unjust benefits of its wrongful conduct.

664. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

10. Claims Brought on Behalf of the Indiana Class

COUNT 45
VIOLATIONS OF THE INDIANA
DECEPTIVE CONSUMER SALES ACT
Ind. Code §§ 24-5-0.5, *et seq.*

665. Plaintiff Lannom ("Plaintiff," for purposes of the Indiana Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

666. Plaintiff brings this Count individually and on behalf of the other members of the Indiana Class (the "Class," for purposes of this Count).

667. Pursuant to the Indiana Deceptive Consumer Sales Act, "A supplier may not commit an unfair, abusive, or deceptive act, omission, or practice in connection with a consumer transaction." Ind. Code § 24-5-0.5-3.

668. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of Ind. Code § 24-5-0.5-3.

669. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

670. GM intended for Plaintiff and the other Class members to rely on GM's omissions of fact regarding the Low-Tension Oil Ring Defect.

671. Plaintiff and the other Class members justifiably acted or relied to their detriment upon GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

672. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

673. GM's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other Class members.

674. In addition to being deceptive, the business practices of GM were unfair because GM knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of GM's exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.

675. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Ind. Code §§ 24-5-0.5, *et seq.*

COUNT 46
BREACH OF EXPRESS WARRANTY
Ind. Code §§ 26-1-2-313 and 26-1-2.1-210

676. Plaintiff Lannom ("Plaintiff," for purpose of the Indiana Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

677. Plaintiff brings this Count individually and on behalf of the other members of the Indiana Class (the "Class," for purposes of this Count).

678. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1 679. In its Limited Warranty, GM expressly warranted that it would repair or replace defects
2 in material or workmanship free of charge if they became apparent during the warranty period. GM
3 provides the following language in its 2012 Chevrolet Limited Warranty guide:

4 This warranty is for GM vehicles registered in the United States and normally operated
5 in the United States and Canada, and is provided to the original and any subsequent
6 owners of the vehicle during the warranty period.

7 The warranty covers repairs to correct any vehicle defect . . . related to materials or
8 workmanship occurring during the warranty period.

9 Warranty repairs, including towing, parts, and labor, will be made at no charge.

10 680. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff
11 and the other Class members purchased or leased their Class Vehicles equipped with the defective
12 Generation IV Vortec 5300 Engines.

13 681. GM breached the express warranty to repair defects in materials and workmanship
14 within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles'
15 materials and workmanship defects.

16 682. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
17 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
18 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
19 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
20 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
21 numerous complaints filed against it directly and through its dealers, as well as its own internal
22 engineering knowledge.

23 683. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
24 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
25 and/or has refused to adequately provided the promised remedies within a reasonable time.

26 684. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
27 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
28 and on behalf of the other Class members, seeks all remedies allowable by law.

685. Also, and as alleged in more detail herein, at the time that GM warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

686. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other Class members' remedies would be insufficient to make them whole.

687. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 47
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Ind. Code §§ 26-1-2-314 and 26-1-2.1-212

688. Plaintiff Lannom ("Plaintiff," for purposes of the Indiana Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

689. Plaintiff brings this Count individually and on behalf of the other members of the Indiana Class (the "Class," for purposes of this Count).

690. GM is and was at all relevant times a merchant with respect to motor vehicles under Ind. Code §§ 26-1-2-104 and 26-1-2.1-103.

691. Pursuant to Ind. Code §§ 26-1-2-314 and 26-1-2.1-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

692. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for

1 which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring
2 Defect which causes excessive oil loss and leads to engine damage.

3 693. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
4 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
5 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
6 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
7 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
8 numerous complaints filed against it directly and through its dealers, as well as its own internal
9 engineering knowledge.

10 694. Plaintiff and the other Class members suffered injuries due to the defective nature of the
11 Class Vehicles and GM's breach of the warranty of merchantability.

12 695. As a direct and proximate result of GM's breach of the warranty of merchantability,
13 Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

14 **COUNT 48**
15 **FRAUDULENT OMISSION**

16 696. Plaintiff Lannom ("Plaintiff," for purposes of the Indiana Class's claims) repeats and
17 realleges paragraphs 1-212 as if fully set forth herein.

18 697. Plaintiff brings this Count individually and on behalf of the other members of the
19 Indiana Class (the "Class," for purposes of this Count).

20 698. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
21 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
22 Class.

23 699. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
24 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
25 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
26 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
27 of the Class Vehicles.
28

709. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

710. It is inequitable and unconscionable for GM to retain these benefits.

711. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

712. GM knowingly accepted the unjust benefits of its wrongful conduct.

713. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

11. Claims Brought on Behalf of the Iowa Class

COUNT 50 BREACH OF EXPRESS WARRANTY Iowa Code § 554.2313

714. Plaintiff Zierke ("Plaintiff," for purpose of the Iowa Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

715. Plaintiff brings this Count individually and on behalf of the other members of the Iowa Class (the "Class," for purposes of this Count).

716. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

717. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

1 718. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff
2 and the other Class members purchased or leased their Class Vehicles equipped with the defective
3 Generation IV Vortec 5300 Engines.

4 719. GM breached the express warranty to repair defects in materials and workmanship
5 within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles'
6 materials and workmanship defects.

7 720. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
8 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
9 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
10 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
11 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
12 numerous complaints filed against it directly and through its dealers, as well as its own internal
13 engineering knowledge.

14 721. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
15 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
16 and/or has refused to adequately provided the promised remedies within a reasonable time.

17 722. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
18 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
19 and on behalf of the other Class members, seeks all remedies allowable by law.

20 723. Also, and as alleged in more detail herein, at the time that GM warranted and sold the
21 Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently
22 defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the
23 other Class members were, therefore, induced to purchase or lease the Class Vehicles under false
24 pretenses.

25 724. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
26 through the limited remedy of repairs, as those incidental and consequential damages have already been
27 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure
28

1 to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other
2 Class members' remedies would be insufficient to make them whole.

3 725. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and
4 the other Class members have been damaged in an amount to be determined at trial.

5 **COUNT 51**
6 **FRAUDULENT OMISSION**

7 726. Plaintiff Zierke ("Plaintiff," for purposes of the Iowa Class's claims) repeats and
8 realleges paragraphs 1-212 as if fully set forth herein.

9 727. Plaintiff brings this Count individually and on behalf of the other members of the Iowa
10 Class (the "Class," for purposes of this Count).

11 728. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
12 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
13 Class.

14 729. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
15 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
16 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
17 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
18 of the Class Vehicles.

19 730. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec
20 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class
21 Vehicles.

22 731. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation
23 IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class
24 Vehicles.

25 732. In purchasing the Class Vehicles, Plaintiff and the other members of the Class
26 reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

733. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

734. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

735. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 52
UNJUST ENRICHMENT

736. Plaintiff Zierke ("Plaintiff," for purposes of the Iowa Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

737. Plaintiff brings this Count individually and on behalf of the other members of the Iowa Class (the "Class," for purposes of this Count).

738. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

739. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

740. It is inequitable and unconscionable for GM to retain these benefits.

741. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

742. GM knowingly accepted the unjust benefits of its wrongful conduct.

743. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

12. Claims Brought on Behalf of the Kansas Class

COUNT 53
VIOLATIONS OF KANSAS
CONSUMER PROTECTION ACT
Kan. Stat. Ann. §§ 50-623, *et seq.*

744. Plaintiff Madson ("Plaintiff," for purposes of the Kansas Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

745. Plaintiff brings this claim individually and on behalf of the other members of the Kansas Class (the "Class," for purposes of this Count).

746. The Kansas Consumer Protection Act, Kan. Stat. Ann. § 50-626, states that, "no supplier shall engage in any deceptive act or practice in connection with a consumer transaction."

747. GM is a "supplier" within the meaning of the Kansas Consumer Protection Act.

748. By the conduct described in detail above and incorporated herein, GM engaged in deceptive trade practices.

749. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

750. GM intended for Plaintiff and the other Class members to rely on GM's omissions regarding the Low-Tension Oil Ring Defect.

751. Plaintiff and the other Class members justifiably acted or relied to their detriment upon GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

1 759. In its Limited Warranty, GM expressly warranted that it would repair or replace defects
2 in material or workmanship free of charge if those defects became apparent during the warranty period.
3 GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

4 This warranty is for GM vehicles registered in the United States and normally
5 operated in the United States and Canada, and is provided to the original and any
subsequent owners of the vehicle during the warranty period.

6 The warranty covers repairs to correct any vehicle defect . . . related to materials
7 or workmanship occurring during the warranty period.

8 Warranty repairs, including towing, parts, and labor, will be made at no charge.

9 760. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff
10 and the other Class members purchased or leased their Class Vehicles equipped with the defective
11 Generation IV Vortec 5300 Engines.

12 761. GM breached its express warranty to repair defects in materials and workmanship within
13 the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles' materials
14 and workmanship defects.

15 762. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
16 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
17 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
18 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
19 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
20 numerous complaints filed against it directly and through its dealers, as well as its own internal
21 engineering knowledge.

22 763. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
23 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
24 and/or has refused to adequately provided the promised remedies within a reasonable time.

25 764. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
26 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
27 and on behalf of the other Class members, seeks all remedies as allowed by law.
28

765. Also, as alleged in more detail herein, at the time that GM warranted, leased, and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore induced to purchase or lease the GM Vehicles under false pretenses.

766. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other Class members' remedies would be insufficient to make them whole.

767. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 55
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Kan. Stat. Ann. 84-2-314 and 84-2a-212

768. Plaintiff Madson ("Plaintiff," for purposes of the Kansas Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

769. Plaintiff brings this Count individually and on behalf of the other members of the Kansas Class (the "Class," for purposes of this Count).

770. GM is and was at all relevant times a merchant with respect to motor vehicles under Kan. Stat. Ann. §§ 84-2-104 and 842a-103.

771. Pursuant to Kan. Stat. Ann. §§ 84-2-314 and 84-2a-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

772. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for

1 which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring
2 Defect which causes excessive oil loss and leads to engine damage.

3 773. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
4 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
5 corresponding breach of warranty, through a notice letter dated October 27, 2016 and delivered by
6 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
7 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
8 numerous complaints filed against it directly and through its dealers, as well as its own internal
9 engineering knowledge.

10 774. Plaintiff and the other Class members suffered injuries due to the defective nature of the
11 Class Vehicles and GM's breach of the warranty of merchantability.

12 775. As a direct and proximate result of GM's breach of the warranty of merchantability,
13 Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

14 **COUNT 56**
15 **FRAUDULENT OMISSION**

16 776. Plaintiff Madson ("Plaintiff," for purposes of the Kansas Class's claims) repeats and
17 realleges paragraphs 1-212 as if fully set forth herein.

18 777. Plaintiff brings this Count individually and on behalf of the other members of the
19 Kansas Class (the "Class," for purposes of this Count).

20 778. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
21 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
22 Class.

23 779. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
24 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
25 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
26 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
27 of the Class Vehicles.
28

789. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

790. It is inequitable and unconscionable for GM to retain these benefits.

791. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

792. GM knowingly accepted the unjust benefits of its wrongful conduct.

793. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

13. Claims Brought on Behalf of the Kentucky Class

COUNT 58 VIOLATIONS OF THE KENTUCKY CONSUMER PROTECTION ACT Ky. Rev. Stat. Ann. §§ 367.110, *et seq.*

794. Plaintiff Faulkner ("Plaintiff," for purposes of the Kentucky Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

795. Plaintiff brings this Count individually and on behalf of the other members of the Kentucky Class (the "Class," for purposes of this Count).

796. Pursuant to the Kentucky Unfair Trade Practices Act, "[u]nfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce" are unlawful. Ky. Rev. Stat. Ann. § 367.170(1).

797. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of Ky. Rev. Stat. Ann. § 367.170.

798. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

1 799. GM intended for Plaintiff and the other Class members to rely on GM's omissions of
2 fact regarding the Low-Tension Oil Ring Defect.

3 800. Plaintiff and the other Class members justifiably acted or relied to their detriment upon
4 GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in
5 abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300
6 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

7 801. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect
8 to Plaintiff and the other Class members, Plaintiff and the other Class members would not have
9 purchased or leased Class Vehicles or would have paid less to do so.

10 802. GM's omissions have deceived Plaintiff, and those same business practices have
11 deceived or are likely to deceive members of the consuming public and the other Class members.

12 803. In addition to being deceptive, the business practices of GM were unfair because GM
13 knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are
14 essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other
15 Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and
16 the other Class members or to competition under all of the circumstances. Moreover, in light of GM's
17 exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the
18 other Class members could have reasonably avoided.

19 804. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff
20 and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the
21 other Class members who purchased or leased the Class Vehicles would not have purchased or leased
22 the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-
23 Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered
24 diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual
25 damages, attorneys' fees and costs, and all other relief allowed under Ky. Rev. Stat. Ann. §§ 367.110,
26 *et seq.*

COUNT 59
BREACH OF EXPRESS WARRANTY
Ky. Rev. Stat. Ann. §§ 355.2-313 and 355.2A-210

805. Plaintiff Faulkner (“Plaintiff,” for purpose of the Kentucky Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

806. Plaintiff brings this Count individually and on behalf of the other members of the Kentucky Class (the “Class,” for purposes of this Count).

807. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

808. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

809. GM’s Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

810. GM breached the express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles’ materials and workmanship defects.

811. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM’s headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

812. Furthermore, the Limited Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed and/or has refused to adequately provided the promised remedies within a reasonable time.

813. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies allowable by law.

814. Also, and as alleged in more detail herein, at the time that GM warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

815. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other Class members' remedies would be insufficient to make them whole.

816. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 60
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Ky. Rev. Stat. Ann. §§ 355.2-314 and 355.2A-212

817. Plaintiff Faulkner ("Plaintiff," for purposes of the Kentucky Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

818. Plaintiff brings this Count individually and on behalf of the other members of the Kentucky Class (the "Class," for purposes of this Count).

819. GM is and was at all relevant times a merchant with respect to motor vehicles under Ky. Rev. Stat. Ann. §§ 355.2-104 and 355.2A-103.

820. Pursuant to Ky. Rev. Stat. Ann. §§ 355.2-314 and 355.2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

821. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

822. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

823. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM's breach of the warranty of merchantability.

824. As a direct and proximate result of GM's breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 61
FRAUDULENT OMISSION

825. Plaintiff Faulkner ("Plaintiff," for purposes of the Kentucky Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

826. Plaintiff brings this Count individually and on behalf of the other members of the Kentucky Class (the "Class," for purposes of this Count).

827. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.

828. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

829. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

830. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

831. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

832. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

833. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

834. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 62
UNJUST ENRICHMENT

835. Plaintiff Faulkner (“Plaintiff,” for purposes of the Kentucky Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

836. Plaintiff brings this Count individually and on behalf of the other members of the Kentucky Class (the “Class,” for purposes of this Count).

837. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM’s concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

838. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

839. It is inequitable and unconscionable for GM to retain these benefits.

840. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM’s misconduct.

841. GM knowingly accepted the unjust benefits of its wrongful conduct.

842. As a result of GM’s misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

13. Claims Brought on Behalf of the Louisiana Class

COUNT 63 **REDHIBITION**

La. Civ. Code Art. 2520, *et seq.*

843. Plaintiff Olivier (“Plaintiff,” for purposes of the Louisiana Class’s claims) repeats and realleges Paragraphs 1-212 as if fully set forth herein.

844. Plaintiff brings this Count individually and on behalf of the other members of the Louisiana Class (the “Class,” for purposes of this Count).

845. GM, as seller of the Class Vehicles that include defective engines with the Low-Tension Oil Ring Defect that causes excessive oil consumption and resultant engine damage, warranted to the Plaintiff and the other Class members against redhibitory defects, or vices, in the Class Vehicles.

846. GM, as the manufacturer of the Class Vehicles, is responsible for damage caused by the failure of its product. GM manufactured, sold, and promoted the Class Vehicles and placed the Class

1 Vehicles into the stream of commerce. Under Louisiana law, the seller and manufacturer warrants the
2 buyers of a product against redhibitory defects or vices in the things sold. La. Civ. Code Art. 2520.

3 847. The Class Vehicles contain redhibitory defects, as the Low-Tension Oil Ring Defect
4 renders them either useless or their use so inconvenient that it must be presumed that a buyer, such as
5 Plaintiff and other Class members, would not have bought the Class Vehicles had they known of the
6 Low-Tension Oil Ring Defect. Pursuant to La. Civ. Code Art. 2520, Plaintiff and the other Class
7 members are entitled to obtain a rescission of the sale of the Class Vehicles. Alternatively, without
8 rendering the Class Vehicles totally useless, the Low-Tension Oil Ring Defect diminishes the Class
9 Vehicles' usefulness or value so that it must be presumed that if Plaintiff and the other Class members
10 would still have bought the Class Vehicles, they would have done so for a lesser price. La. Civ. Code
11 Art. 2520. In this instance, Plaintiff and the other Class members are entitled to a reduction of the
12 purchase price.

13 848. The Class Vehicles contained the redhibitory defect described herein at the time of
14 purchase and the defect was not apparent to the Plaintiff and the other Class members. GM knew of the
15 Low-Tension Oil Ring Defect in the Class Vehicles, and failed to disclose this defect to Plaintiff and
16 the other Class members. Additionally, GM, as manufacturer and seller of the Class Vehicles, is
17 deemed to have known that the Class Vehicles they sold had redhibitory defects, and is liable as a bad
18 faith seller under redhibition.

19 849. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
20 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
21 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
22 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
23 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
24 numerous complaints filed against it directly and through its dealers, as well as its own internal
25 engineering knowledge. Pursuant to La. Civil Code Art. 2522, such notice is not required when, as
26 here, the seller has actual knowledge of the existence of the defect.

COUNT 65
BREACH OF EXPRESS WARRANTY
Louisiana Products Liability Act
La. R.S. § 9:2800.51, *et seq.*

857. Plaintiff Olivier (“Plaintiff,” for purposes of the Louisiana Class’s claims) repeats and realleges Paragraphs 1-212 as if fully set forth herein.

858. Plaintiff brings this Count individually and on behalf of the other members of the Louisiana Class (the “Class,” for purposes of this Count).

859. GM is and was at all relevant times a seller and manufacturer with respect to the Class Vehicles.

860. GM has defectively designed, manufactured, sold, or otherwise placed in the stream of commerce Class Vehicles as set forth herein.

861. The Class Vehicles in question are unreasonably dangerous and defective under the Louisiana Products Liability Act (“LPLA”), La. R.S. § 9:2800.58, because the vehicles do not conform to the express warranty provided by GM.

862. GM knew and expected that the Class Vehicles would eventually be sold to and operated by purchasers, lessees, and/or eventual owners of the Class Vehicles, including Plaintiff and the other Class members; consequently, Plaintiff and the other Class members were expected users of the products which GM manufactured.

863. The Class Vehicles reached Plaintiff and the other Class members without substantial changes in their condition from time of completion of manufacture by GM.

864. The defects in the Class Vehicles could not have been contemplated by any reasonable person expected to operate the Class Vehicles and, therefore, presented an unreasonably dangerous situation for expected users of the Class Vehicles even though the Class Vehicles were operated by expected users in a reasonable manner.

865. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

1 This warranty is for GM vehicles registered in the United States and normally operated
2 in the United States and Canada, and is provided to the original and any subsequent
3 owners of the vehicle during the warranty period.

4 The warranty covers repairs to correct any vehicle defect . . . related to materials or
5 workmanship occurring during the warranty period.

6 Warranty repairs, including towing, parts, and labor, will be made at no charge.

7 61. Also, as alleged in more detail herein, at the time that GM warranted and sold the Class
8 Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective,
9 and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class
10 members were therefore induced to purchase or lease the Class Vehicles under false pretenses.

11 866. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
12 through the limited remedy of repairs, as those incidental and consequential damages have already been
13 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure
14 to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other
15 Class members' remedies would be insufficient to make them whole.

16 867. As a direct and proximate cause of GM's design, manufacture, assembly, marketing, and
17 sales of the Class Vehicles, Plaintiffs and the other Class members have sustained and will continue to
18 sustain the loss of use of their Class Vehicles, economic losses and consequential damages, and are
19 therefore entitled to compensatory relief in an amount to be determined at trial. Plaintiff, individually
20 and on behalf of the other Class members, asserts the application of *res ipsa loquitur* under the
21 Louisiana Products Liability Act.
22

23 **COUNT 66**
24 **FRAUDULENT OMISSION**

25 868. Plaintiff Olivier ("Plaintiff," for purposes of the Louisiana Class's claims) repeats and
26 realleges paragraphs 1-212 as if fully set forth herein.
27
28

1 869. Plaintiff brings this Count individually and on behalf of the other members of the
2 Louisiana Class (the “Class,” for purposes of this Count).

3 870. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
4 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
5 Class.

6 871. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
7 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
8 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
9 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
10 of the Class Vehicles.

11 872. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec
12 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class
13 Vehicles.

14 873. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation
15 IV Vortec 5300 Engines concerns material information with respect to the sale or lease of the Class
16 Vehicles.

17 874. In purchasing the Class Vehicles, Plaintiff and the other members of the Class
18 reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

19 875. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring
20 Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class
21 Vehicles or would have paid less for the Class Vehicles.

22 876. Through its omissions regarding the Low-Tension Oil Ring Defect within the
23 Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other
24 members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased,
25 or pay more for a Class Vehicle than they otherwise would have paid.

26 877. As a direct and proximate result of GM’s omissions, Plaintiff and the other members of
27 the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if
28

1 the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in
2 an amount to be determined at trial.

3 **COUNT 67**
4 **VIOLATION OF LOUISIANA UNFAIR TRADE PRACTICES ACT**
5 **La. Rev. Stat. Ann. §§ 51:1401, *et seq.***

6 878. Plaintiff Olivier (“Plaintiff,” for purposes of the Louisiana Class’s claims) repeats and
7 realleges paragraphs 1-212 as if fully set forth herein.

8 879. Plaintiff brings this Count individually and on behalf of the other members of the
9 Louisiana Class (the “Class,” for purposes of this Count).

10 880. GM had the duty to refrain from the use of unfair methods of competition and unfair or
11 deceptive acts or practices in the conduct of its trade and commerce. This includes the duty to refrain
12 from knowingly exploiting consumers in an effort to gain an unfair advantage over them.

13 881. GM’s sale of the Class Vehicle to Plaintiff and the other Class members was a
14 “consumer transaction” within the scope of the Louisiana Unfair Trade Practices Act, La. Rev. Stat.
15 Ann. §§ 51: 1401, *et seq.* The transactions involved commerce with a natural person, the subject of
16 which transactions was primarily intended for personal, family or household use and resulted in an
17 ascertainable loss of money or property, as a result of the unfair or deceptive act or practice.

18 882. GM’s omissions regarding the Low-Tension Oil Ring Defect, described above, that
19 results in abnormally high oil consumption and resultant engine damage within the Generation IV
20 Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding
21 whether or not to purchase (or to pay the same price for) the Class Vehicles.

22 883. GM intended for Plaintiff and the other Class members to rely on GM’s omissions
23 regarding the Low-Tension Oil Ring Defect. GM failed to give Plaintiff and the other Class members
24 sufficient notice or warning regarding this defect.

25 884. Plaintiff and the other Class members relied upon GM’s omissions when purchasing
26 vehicles containing the Generation IV Vortec 5300 Engines.

27 885. Plaintiff and the other Class members were deceived by GM’s concealment of the
28 defect.

893. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

894. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

895. It is inequitable and unconscionable for GM to retain these benefits.

896. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

897. GM knowingly accepted the unjust benefits of its wrongful conduct.

898. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

15. Claims Brought on Behalf of the Massachusetts Class

COUNT 69 VIOLATIONS OF THE MASSACHUSETTS REGULATION OF BUSINESS PRACTICES FOR CONSUMER PROTECTION ACT Mass Gen. Laws ch. 93A, §§ 1, *et seq.*

899. Plaintiff Smith ("Plaintiff," for purposes of the Massachusetts Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

900. Plaintiff brings this Count individually and on behalf of the other members of the Massachusetts Class (the "Class," for purposes of this Count).

901. The Massachusetts Regulation of Business Practices for Consumer Protection Act prohibits "[u]nfair methods of competition and unfair or deceptive practices in the conduct of any trade or commerce. . . ." Mass Gen. Laws ch. 93A, § 2.

902. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of Mass Gen. Laws ch. 93A, § 2.

903. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV

1 Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding
2 whether or not to purchase (or to pay the same price for) the Class Vehicles.

3 904. GM intended for Plaintiff and the other Class members to rely on GM's omissions of
4 fact regarding the Low-Tension Oil Ring Defect.

5 905. Plaintiff and the other Class members justifiably acted or relied to their detriment upon
6 GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in
7 abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300
8 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

9 906. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect
10 to Plaintiff and the other Class members, Plaintiff and the other Class members would not have
11 purchased or leased Class Vehicles or would have paid less to do so.

12 907. GM's omissions deceived Plaintiff, and those same business practices have deceived or
13 are likely to deceive members of the consuming public and the other Class members.

14 908. In addition to being deceptive, the business practices of GM were unfair because GM
15 knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are
16 essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other
17 Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and
18 the other Class members or to competition under all of the circumstances. Moreover, in light of GM's
19 exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the
20 other Class members could have reasonably avoided.

21 909. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff
22 and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the
23 other Class members who purchased or leased the Class Vehicles would not have purchased or leased
24 the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-
25 Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered
26 diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual
27 damages, attorneys' fees and costs, and all other relief allowed under Mass Gen. Laws ch. 93A, § 9.

COUNT 70
BREACH OF EXPRESS WARRANTY
Mass Gen. Laws ch. 106, §§ 2-313 and 2A-210

910. Plaintiff Smith (“Plaintiff,” for purposes of the Massachusetts Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

911. Plaintiff brings this Count individually and on behalf of the other members of the Massachusetts Class (the “Class,” for purposes of this Count).

912. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

913. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

914. GM’s Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

915. GM breached the express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles’ materials and workmanship defects.

916. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM’s headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

917. Furthermore, the Limited Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed and/or has refused to adequately provided the promised remedies within a reasonable time.

918. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies allowable by law.

919. Also, and as alleged in more detail herein, at the time that GM warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

920. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiffs and the other Class members' remedies would be insufficient to make them whole.

921. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 71
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Mass Gen. Laws ch. 106, §§ 2-314 and 2A-212

922. Plaintiff Smith (“Plaintiff,” for purposes of the Massachusetts Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

923. Plaintiff brings this Count individually and on behalf of the other members of the Massachusetts Class (the “Class,” for purposes of this Count).

924. GM is and was at all relevant times a merchant with respect to motor vehicles under Mass Gen. Laws ch. 106, §§ 2-104 and 2A-103.

925. Pursuant to Mass Gen. Laws ch. 106, §§ 2-314 and 2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

926. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

927. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

928. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM's breach of the warranty of merchantability.

929. As a direct and proximate result of GM's breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 72
FRAUDULENT OMISSION

930. Plaintiff Smith (“Plaintiff,” for purposes of the Massachusetts Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

931. Plaintiff brings this Count individually and on behalf of the other members of the Massachusetts Class (the “Class,” for purposes of this Count).

932. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines when it marketed and sold the Class Vehicles to Plaintiffs and the other members of the Class.

933. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, and having known that Plaintiffs and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

934. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

935. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

936. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

937. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

938. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

939. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 73
UNJUST ENRICHMENT

940. Plaintiff Smith (“Plaintiff,” for purposes of the Massachusetts Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

941. Plaintiffs bring this Count individually and on behalf of the other members of the Massachusetts Class (the “Class,” for purposes of this Count).

942. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM’s concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

943. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

944. It is inequitable and unconscionable for GM to retain these benefits.

945. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM’s misconduct.

946. GM knowingly accepted the unjust benefits of its wrongful conduct.

947. As a result of GM’s misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

16. Claims Brought on Behalf of the Minnesota Class

COUNT 74 **VIOLATIONS OF THE MINNESOTA PREVENTION OF CONSUMER FRAUD ACT** **Minn. Stat. §§ 325F.68, *et seq.***

948. Plaintiffs Dahl and Peterson (“Plaintiffs,” for purposes of the Minnesota Class’s claims) repeat and reallege paragraphs 1-212 as if fully set forth herein.

949. Plaintiffs bring this Count individually and on behalf of the other members of the Minnesota Class (the “Class,” for purposes of this Count).

950. The Minnesota Prevention of Consumer Fraud Act prohibits “any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice.” Minn. Stat. § 325F.69.

951. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of Minn. Stat. § 325F.69.

1 952. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that
2 results in abnormally high oil consumption and resultant engine damage within the Generation IV
3 Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding
4 whether or not to purchase (or to pay the same price for) the Class Vehicles.

5 953. GM intended for Plaintiffs and the other Class members to rely on GM's omissions of
6 fact regarding the Low-Tension Oil Ring Defect.

7 954. Plaintiffs and the other Class members justifiably acted or relied to their detriment upon
8 GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in
9 abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300
10 Engines, as evidenced by Plaintiffs and the other Class members' purchases of Class Vehicles.

11 955. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect
12 to Plaintiffs and the other Class members, Plaintiffs and the other Class members would not have
13 purchased or leased Class Vehicles or would have paid less to do so.

14 956. GM's omissions have deceived Plaintiffs, and those same business practices have
15 deceived or are likely to deceive members of the consuming public and the other Class members.

16 957. In addition to being deceptive, the business practices of GM were unfair because GM
17 knowingly sold Plaintiffs and the other Class members Class Vehicles with defective engines that are
18 essentially unusable for the purposes for which they were sold. The injuries to Plaintiffs and the other
19 Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiffs and
20 the other Class members or to competition under all of the circumstances. Moreover, in light of GM's
21 exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiffs or the
22 other Class members could have reasonably avoided.

23 958. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiffs
24 and the other Class members have suffered ascertainable loss and actual damages. Plaintiffs and the
25 other Class members who purchased or leased the Class Vehicles would not have purchased or leased
26 the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-
27 Tension Oil Ring Defect been disclosed. Plaintiffs and the other Class members also suffered
28

diminished value of their vehicles. Plaintiffs and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Minn. Stat. § 8.31, subd. 3a.

COUNT 75
BREACH OF EXPRESS WARRANTY
Minn. Stat. §§ 325G.19, 336.2-313

959. Plaintiffs Dahl and Peterson ("Plaintiffs," for purposes of the Minnesota Class's claims) repeat and reallege paragraphs 1-212 as if fully set forth herein.

960. Plaintiffs bring this Count individually and on behalf of the other members of the Minnesota Class (the "Class," for purposes of this Count).

961. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

962. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

963. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiffs and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

964. GM breached the express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

965. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through

1 numerous complaints filed against it directly and through its dealers, as well as its own internal
2 engineering knowledge.

3 966. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
4 remedy is insufficient to make Plaintiffs and the other Class members whole and because GM has
5 failed and/or has refused to adequately provided the promised remedies within a reasonable time.

6 967. Accordingly, recovery by Plaintiffs and the other Class members is not limited to the
7 limited warranty of repair to parts defective in materials and workmanship, and Plaintiffs, individually
8 and on behalf of the other Class members, seek all remedies allowable by law.

9 968. Also, and as alleged in more detail herein, at the time that GM warranted and sold the
10 Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently
11 defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiffs and the
12 other Class members were, therefore, induced to purchase or lease the Class Vehicles under false
13 pretenses.

14 969. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
15 through the limited remedy of repairs, as those incidental and consequential damages have already been
16 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure
17 to provide such limited remedy within a reasonable time, and any limitation on Plaintiffs and the other
18 Class members' remedies would be insufficient to make them whole.

19 970. As a direct and proximate result of GM's breach of its express warranty, Plaintiffs and
20 the other Class members have been damaged in an amount to be determined at trial.

21 **COUNT 76**
22 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
23 **Minn. Stat. § 336.2-314**

24 971. Plaintiffs Dahl and Peterson ("Plaintiffs," for purposes of the Minnesota Class's claims)
25 repeat and reallege paragraphs 1-212 as if fully set forth herein.

26 972. Plaintiffs bring this Count individually and on behalf of the other members of the
27 Minnesota Class (the "Class," for purposes of this Count).
28

973. GM is and was at all relevant times a merchant with respect to motor vehicles under Minn. Stat. § 336.2-314.

974. Pursuant to Minn. Stat. § 336.2-314, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

975. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

976. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

977. Plaintiffs and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM's breach of the warranty of merchantability.

978. As a direct and proximate result of GM's breach of the warranty of merchantability, Plaintiffs and the other Class members have been damaged in an amount to be proven at trial.

COUNT 77
FRAUDULENT OMISSION

979. Plaintiffs Dahl and Peterson (“Plaintiffs,” for purposes of the Minnesota Class’s claims) repeat and reallege paragraphs 1-212 as if fully set forth herein.

980. Plaintiffs bring this Count individually and on behalf of the other members of the Minnesota Class (the “Class,” for purposes of this Count).

1 981. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
2 5300 Engines when it marketed and sold the Class Vehicles to Plaintiffs and the other members of the
3 Class.

4 982. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
5 Vortec 5300 Engines, and having known that Plaintiffs and the other members of the Class could not
6 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
7 disclose the defect to Plaintiffs and the other members of the Class in connection with the sale or lease
8 of the Class Vehicles.

9 983. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec
10 5300 Engines to Plaintiffs and the other members of the Class in connection with the sale of the Class
11 Vehicles.

12 984. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation
13 IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class
14 Vehicles.

15 985. In purchasing the Class Vehicles, Plaintiffs and the other members of the Class
16 reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

17 986. Had Plaintiffs and the other members of the Class known of the Low-Tension Oil Ring
18 Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class
19 Vehicles or would have paid less for the Class Vehicles.

20 987. Through its omissions regarding the Low-Tension Oil Ring Defect within the
21 Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiffs and the other
22 members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased,
23 or pay more for a Class Vehicle than they otherwise would have paid.

24 988. As a direct and proximate result of GM's omissions, Plaintiffs and the other members of
25 the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if
26 the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in
27 an amount to be determined at trial.

COUNT 78
UNJUST ENRICHMENT

989. Plaintiffs Dahl and Peterson (“Plaintiffs,” for purposes of the Minnesota Class’s claims) repeat and reallege paragraphs 1-212 as if fully set forth herein.

990. Plaintiffs bring this Count individually and on behalf of the other members of the Minnesota Class (the “Class,” for purposes of this Count).

991. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM’s concealment of the Low-Tension Oil Ring Defect, and Plaintiffs and the other members of the Class have overpaid for these vehicles.

992. GM has received and retained unjust benefits from Plaintiffs and the other members of the Class, and inequity has resulted.

993. It is inequitable and unconscionable for GM to retain these benefits.

994. Because GM concealed its fraud and deception, Plaintiffs and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM’s misconduct.

995. GM knowingly accepted the unjust benefits of its wrongful conduct.

996. As a result of GM’s misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

17. Claims Brought on Behalf of the Mississippi Class

COUNT 79
BREACH OF EXPRESS WARRANTY
Miss. Code Ann. §§ 75-2-313 and 75-2a-210

997. Plaintiff Ware (“Plaintiff,” for purpose of the Mississippi Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

998. Plaintiff brings this Count individually and on behalf of the other members of the Mississippi Class (the “Class,” for purposes of this Count).

999. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1 1000. In its Limited Warranty, GM expressly warranted that it would repair or replace defects
2 in material or workmanship free of charge if they became apparent during the warranty period. GM
3 provides the following language in its 2012 Chevrolet Limited Warranty guide:

4 This warranty is for GM vehicles registered in the United States and normally operated
5 in the United States and Canada, and is provided to the original and any subsequent
6 owners of the vehicle during the warranty period.

7 The warranty covers repairs to correct any vehicle defect . . . related to materials or
8 workmanship occurring during the warranty period.

9 Warranty repairs, including towing, parts, and labor, will be made at no charge.

10 1001. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff
11 and the other Class members purchased or leased their Class Vehicles equipped with the defective
12 Generation IV Vortec 5300 Engines.

13 1002. GM breached the express warranty to repair defects in materials and workmanship
14 within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles'
15 materials and workmanship defects.

16 1003. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
17 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
18 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
19 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
20 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
21 numerous complaints filed against it directly and through its dealers, as well as its own internal
22 engineering knowledge.

23 1004. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
24 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
25 and/or has refused to adequately provided the promised remedies within a reasonable time.

26 1005. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
27 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
28 and on behalf of the other Class members, seeks all remedies allowable by law.

1006. Also, and as alleged in more detail herein, at the time that GM warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

1007. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other Class members' remedies would be insufficient to make them whole.

1008. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 80
BREACH OF IMPLIED WARRANTY
Miss. Code Ann. §§ 75-2-314 and 75-2a-212

1009. Plaintiff Ware ("Plaintiff," for purposes of the Mississippi Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1010. Plaintiff brings this Count individually and on behalf of other members of the Mississippi Class (the "Class," for purposes of this Count).

1011. GM has defectively designed, manufactured, sold, or otherwise placed in the stream of commerce the Class Vehicles as set forth above.

1012. GM is and was at all relevant times a merchant with respect to motor vehicles under Miss. Code Ann. §§ 75-2-104 and 75-2A-103.

1013. Pursuant to Miss. Code Ann. §§ 75-2-314 and 75-2a-212, a warranty that the Class Vehicles were in merchantable condition and useful for their ordinary purpose for which they were designed, manufactured, and sold was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

1014. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

1015. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

1016. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM's breach of the warranty of merchantability.

1017. As a direct and proximate result of GM's breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 81
FRAUDULENT OMISSION

1018. Plaintiff Ware ("Plaintiff," for purposes of the Mississippi Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1019. Plaintiff brings this Count individually and on behalf of the other members of the Mississippi Class (the "Class," for purposes of this Count).

1020. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.

1021. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to

disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

1022. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

1023. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

1024. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

1025. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

1026. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

1027. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 82
UNJUST ENRICHMENT

1028. Plaintiff Ware ("Plaintiff," for purposes of the Mississippi Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1029. Plaintiff brings this Count individually and on behalf of the other members of the Mississippi Class (the "Class," for purposes of this Count).

1030. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

1031. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

1032. It is inequitable and unconscionable for GM to retain these benefits.

1033. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

1034. GM knowingly accepted the unjust benefits of its wrongful conduct.

1035. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

18. Claims Brought on Behalf of the Missouri Class

COUNT 83 VIOLATIONS OF MISSOURI MERCHANDISING PRACTICES ACT Mo. Rev. Stat. § 407.010, *et. seq.*

1036. Plaintiff Kitchen ("Plaintiff," for purposes of the Missouri Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1037. Plaintiff brings this Count individually and on behalf of the other members of the Missouri Class (the "Class," for purposes of this Count).

1038. GM, Plaintiff and the other Class members are "persons" within the meaning of Mo. Rev. Stat. § 407.010(5).

1039. GM engaged in "trade" or "commerce" in the State of Missouri within the meaning of Mo. Rev. Stat. § 407.010(7).

1040. The Missouri Merchandising Practices Act ("Missouri MPA") makes unlawful the "act, use or employment by any person of any deception, fraud, false pretense, misrepresentation, unfair practice, or the concealment, suppression, or omission of any material fact in connection with the sale

1 or advertisement of any merchandise.” Mo. Rev. Stat. § 407.020. In the course of GM’s business, it
2 willfully failed to disclose and actively concealed the Low-Tension Oil Ring Defect, described above,
3 that results in abnormally high oil consumption and resultant engine damage within the GM Generation
4 IV Vortec 5300 Engines. Accordingly, GM used or employed deception, fraud, false pretense, false
5 promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any
6 material fact in connection with the sale or advertisement of merchandise in trade or commerce, in
7 violation of the Missouri MPA. GM’s conduct offends public policy; is unethical, oppressive, or
8 unscrupulous; and presents a risk of, or causes, substantial injury to consumers.

9 1041. GM’s omissions regarding the Low-Tension Oil Ring Defect, described above, that
10 results in abnormally high oil consumption and resultant engine damage within the Generation IV
11 Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding
12 whether or not to purchase (or to pay the same price for) the Class Vehicles.

13 1042. GM intended for Plaintiff and the other Class members to rely on GM’s omissions of
14 fact regarding the Low-Tension Oil Ring Defect.

15 1043. Plaintiff and the other Class members justifiably acted or relied to their detriment upon
16 GM’s omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in
17 abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300
18 Engines, as evidenced by Plaintiff and the other Class members’ purchases of Class Vehicles.

19 1044. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect
20 to Plaintiff and the other Class members, Plaintiff and the other Class members would not have
21 purchased or leased Class Vehicles or would have paid less to do so.

22 1045. GM’s omissions have deceived Plaintiff, and those same business practices have
23 deceived or are likely to deceive members of the consuming public and the other Class members.

24 1046. In addition to being deceptive, the business practices of GM were unfair because GM
25 knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are
26 essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other
27 Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and
28

the other Class members or to competition under all of the circumstances. Moreover, in light of GM's exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.

1047. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Mo. Rev. Stat. § 407.025.

COUNT 84
BREACH OF EXPRESS WARRANTY
Mo. Rev. Stat. §§ 400.2-313 and 400.2a-210

1048. Plaintiff Kitchen ("Plaintiff," for purposes of the Missouri Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1049. Plaintiff brings this Count individually and on behalf of the other members of the Missouri Class (the "Class," for purposes of this Count).

1050. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1051. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

1 1052. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff
2 and the other Class members purchased or leased their Class Vehicles equipped with the defective
3 Generation IV Vortec 5300 Engines.

4 1053. GM breached the express warranty to repair defects in materials and workmanship
5 within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles'
6 materials and workmanship defects.

7 1054. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
8 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
9 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
10 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
11 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
12 numerous complaints filed against it directly and through its dealers, as well as its own internal
13 engineering knowledge.

14 1055. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
15 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
16 and/or has refused to adequately provided the promised remedies within a reasonable time.

17 1056. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
18 limited warranty of repair to parts defective in materials and workmanship, and Plaintiffs, individually
19 and on behalf of the other Class members, seek all remedies allowable by law.

20 1057. Also, and as alleged in more detail herein, at the time that GM warranted and sold the
21 Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently
22 defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the
23 other Class members were, therefore, induced to purchase or lease the Class Vehicles under false
24 pretenses.

25 1058. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
26 through the limited remedy of repairs, as those incidental and consequential damages have already been
27 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure
28

1 to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other
2 Class members' remedies would be insufficient to make them whole.

3 1059. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and
4 the other Class members have been damaged in an amount to be determined at trial.

5 **COUNT 85**
6 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
7 **Mo. Rev. Stat. §§ 400.2-314 and 400.2a-212**

8 1060. Plaintiff Kitchen ("Plaintiff," for purposes of the Missouri Class's claims) repeats and
9 realleges paragraphs 1-212 as if fully set forth herein.

10 1061. Plaintiff brings this Count individually and on behalf of the other members of the
11 Missouri Class (the "Class," for purposes of this Count).

12 1062. GM is and was at all relevant times a merchant with respect to motor vehicles under Mo.
13 Rev. Stat. §§ 400.2-104 and 400.2a-103.

14 1063. Pursuant to Mo. Rev. Stat. §§ 400.2-314 and 400.2a-212, a warranty that the Class
15 Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and
16 sold subject to an implied warranty of merchantability.

17 1064. The Class Vehicles did not comply with the implied warranty of merchantability
18 because, at the time of sale and at all times thereafter, they were defective and not in merchantable
19 condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for
20 which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring
21 Defect which causes excessive oil loss and leads to engine damage.

22 1065. GM was provided notice of these issues by numerous complaints filed against it,
23 including the instant complaint. Additionally, Plaintiff Ludington, individually and on behalf of the
24 other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation
25 IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated
26 October 27, 2016 and delivered by United States Certified Mail to GM's headquarters in Detroit,
27 Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the
28

1 Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its
2 dealers, as well as its own internal engineering knowledge.

3 1066. Plaintiff and the other Class members suffered injuries due to the defective nature of the
4 Class Vehicles and GM's breach of the warranty of merchantability.

5 1067. As a direct and proximate result of GM's breach of the warranty of merchantability,
6 Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

7 **COUNT 86**
8 **FRAUDULENT OMISSION**

9 1068. Plaintiff Kitchen ("Plaintiff," for purposes of the Missouri Class's claims) repeats and
10 realleges paragraphs 1-212 as if fully set forth herein.

11 1069. Plaintiff brings this Count individually and on behalf of the other members of the
12 Missouri Class (the "Class," for purposes of this Count).

13 1070. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
14 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
15 Class.

16 1071. Having been aware of the Low-Tension Oil Ring Defect, and having known that
17 Plaintiff and the other members of the Class could not have reasonably been expected to know of the
18 Low-Tension Oil Ring Defect, GM had a duty to disclose these defects to Plaintiff and the other
19 members of the Class in connection with the sale of the Class Vehicles.

20 1072. GM disclosed information concerning the reliability and performance of the Class
21 Vehicles, but GM did not disclose the Low-Tension Oil Ring Defect to Plaintiff and the other members
22 of the Class in connection with the sale of the Class Vehicles.

23 1073. For the reasons set forth above, the existence of the Low-Tension Oil Ring Defect
24 comprises material information with respect to the sale of the Class Vehicles.

25 1074. In purchasing the Class Vehicles, Plaintiff and the other members of the Class
26 reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

1075. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

1076. GM actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiff and the other Class members to purchase or lease Class Vehicles.

1077. Through its omission regarding the Low-Tension Oil Ring Defect, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

1078. As a direct and proximate result of GM's omission, Plaintiff and the other members of the Class either paid too much for the Class Vehicles or would not have purchased the Class Vehicles if the Low-Tension Oil Ring Defect had been disclosed to them, and therefore have incurred damages in an amount to be determined at trial.

COUNT 87
UNJUST ENRICHMENT

1079. Plaintiff Kitchen ("Plaintiff," for purposes of the Missouri Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1080. Plaintiff brings this Count individually and on behalf of the other members of the Missouri Class (the "Class," for purposes of this Count).

1081. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

1082. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

1083. It is inequitable and unconscionable for GM to retain these benefits.

1084. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

1085. GM knowingly accepted the unjust benefits of its wrongful conduct.

1086. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

19. Claims Brought on Behalf of the Nebraska Class

COUNT 88
VIOLATIONS OF THE NEBRASKA CONSUMER PROTECTION ACT
Neb. Rev. Stat. §§ 59-1601, *et seq.*

1087. Plaintiff Neubauer ("Plaintiff," for purposes of the Nebraska Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1088. Plaintiff brings this Count individually and on behalf of the other members of the Nebraska Class (the "Class," for purposes of this Count).

1089. Pursuant to the Nebraska Consumer Protection Act, "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce [are] unlawful." Neb. Rev. Stat. § 59-1602.

1090. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of Neb. Rev. Stat. § 59-1602.

1091. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

1092. GM intended for Plaintiff and the other Class members to rely on GM's omissions of fact regarding the Low-Tension Oil Ring Defect.

1093. Plaintiff and the other Class members justifiably acted or relied to their detriment upon GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

1094. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

1095. GM's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other Class members.

1096. In addition to being deceptive, the business practices of GM were unfair because GM knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of GM's exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.

1097. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Neb. Rev. Stat. §§ 59-1602, et seq.

COUNT 89
BREACH OF EXPRESS WARRANTY
Neb. Rev. Stat. §§ 2-313 and 2A-210

1098. Plaintiff Neubauer ("Plaintiff," for purpose of the Nebraska Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1099. Plaintiff brings this Count individually and on behalf of the other members of the Nebraska Class (the "Class," for purposes of this Count).

1100. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1 1101. In its Limited Warranty, GM expressly warranted that it would repair or replace defects
2 in material or workmanship free of charge if they became apparent during the warranty period. GM
3 provides the following language in its 2012 Chevrolet Limited Warranty guide:

4 This warranty is for GM vehicles registered in the United States and normally operated
5 in the United States and Canada, and is provided to the original and any subsequent
6 owners of the vehicle during the warranty period.

7 The warranty covers repairs to correct any vehicle defect . . . related to materials or
8 workmanship occurring during the warranty period.

9 Warranty repairs, including towing, parts, and labor, will be made at no charge.

10 1102. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff
11 and the other Class members purchased or leased their Class Vehicles equipped with the defective
12 Generation IV Vortec 5300 Engines.

13 1103. GM breached the express warranty to repair defects in materials and workmanship
14 within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles'
15 materials and workmanship defects.

16 1104. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
17 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
18 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
19 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
20 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
21 numerous complaints filed against it directly and through its dealers, as well as its own internal
22 engineering knowledge.

23 1105. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
24 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
25 and/or has refused to adequately provided the promised remedies within a reasonable time.

26 1106. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
27 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
28 and on behalf of the other Class members, seeks all remedies allowable by law.

1107. Also, and as alleged in more detail herein, at the time that GM warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

1108. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other Class members' remedies would be insufficient to make them whole.

1109. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 90
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Neb. Rev. Stat. §§ 2-314 and 2A-212

1110. Plaintiff Neubauer ("Plaintiff," for purposes of the Nebraska Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1111. Plaintiff brings this Count individually and on behalf of the other members of the Nebraska Class (the "Class," for purposes of this Count).

1112. GM is and was at all relevant times a merchant with respect to motor vehicles under Neb. Rev. Stat. §§ 2-104 and 2A-103.

1113. Pursuant to Neb. Rev. Stat. §§ 2-314 and 2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

1114. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for

1 which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring
2 Defect which causes excessive oil loss and leads to engine damage.

3 1115. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
4 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
5 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
6 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
7 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
8 numerous complaints filed against it directly and through its dealers, as well as its own internal
9 engineering knowledge.

10 1116. Plaintiff and the other Class members suffered injuries due to the defective nature of the
11 Class Vehicles and GM's breach of the warranty of merchantability.

12 1117. As a direct and proximate result of GM's breach of the warranty of merchantability,
13 Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

14 **COUNT 91**
15 **FRAUDULENT OMISSION**

16 1118. Plaintiff Neubauer ("Plaintiff," for purposes of the Nebraska Class's claims) repeats and
17 realleges paragraphs 1-212 as if fully set forth herein.

18 1119. Plaintiff brings this Count individually and on behalf of the other members of the
19 Nebraska Class (the "Class," for purposes of this Count).

20 1120. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
21 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
22 Class.

23 1121. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
24 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
25 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
26 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
27 of the Class Vehicles.
28

1 1122. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec
2 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class
3 Vehicles.

4 1123. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation
5 IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class
6 Vehicles.

7 1124. In purchasing the Class Vehicles, Plaintiff and the other members of the Class
8 reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

9 1125. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring
10 Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class
11 Vehicles or would have paid less for the Class Vehicles.

12 1126. Through its omissions regarding the Low-Tension Oil Ring Defect within the
13 Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other
14 members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased,
15 or pay more for a Class Vehicle than they otherwise would have paid.

16 1127. As a direct and proximate result of GM's omissions, Plaintiff and the other members of
17 the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if
18 the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in
19 an amount to be determined at trial.

20 **COUNT 92**
21 **UNJUST ENRICHMENT**

22 1128. Plaintiff Neubauer ("Plaintiff," for purposes of the Nebraska Class's claims) repeats and
23 realleges paragraphs 1-212 as if fully set forth herein.

24 1129. Plaintiff brings this Count individually and on behalf of the other members of the
25 Nebraska Class (the "Class," for purposes of this Count).

26 1130. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles
27 that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and
28 Plaintiff and the other members of the Class have overpaid for these vehicles.

1131. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

1132. It is inequitable and unconscionable for GM to retain these benefits.

1133. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

1134. GM knowingly accepted the unjust benefits of its wrongful conduct.

1135. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

20. Claims Brought on Behalf of the New Mexico Class

COUNT 93 VIOLATIONS OF THE NEW MEXICO UNFAIR TRADE PRACTICES ACT N.M. Stat. Ann. §§ 57-12-1, *et seq.*

1136. Plaintiff Molina ("Plaintiff," for purposes of the New Mexico Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1137. Plaintiff brings this Count individually and on behalf of the other members of the New Mexico Class (the "Class," for purposes of this Count).

1138. Pursuant to the New Mexico Unfair Trade Practices Act, "[u]nfair or deceptive trade practices and unconscionable trade practices in the conduct of any trade or commerce are unlawful." N.M. Stat. Ann. § 57-12-3.

1139. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of N.M. Stat. Ann. § 57-12-3.

1140. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

1 1141. GM intended for Plaintiff and the other Class members to rely on GM's omissions of
2 fact regarding the Low-Tension Oil Ring Defect.

3 1142. Plaintiff and the other Class members justifiably acted or relied to their detriment upon
4 GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in
5 abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300
6 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

7 1143. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect
8 to Plaintiff and the other Class members, Plaintiff and the other Class members would not have
9 purchased or leased Class Vehicles or would have paid less to do so.

10 1144. GM's omissions have deceived Plaintiff, and those same business practices have
11 deceived or are likely to deceive members of the consuming public and the other Class members.

12 1145. In addition to being deceptive, the business practices of GM were unfair because GM
13 knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are
14 essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other
15 Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and
16 the other Class members or to competition under all of the circumstances. Moreover, in light of GM's
17 exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the
18 other Class members could have reasonably avoided.

19 1146. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff
20 and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the
21 other Class members who purchased or leased the Class Vehicles would not have purchased or leased
22 the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-
23 Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered
24 diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual
25 damages, attorneys' fees and costs, and all other relief allowed under N.M. Stat. Ann. §§ 57-12-1, et
26 seq.

COUNT 94
BREACH OF EXPRESS WARRANTY
N.M. Stat. Ann. §§ 55-2-313 and 55-2A-210

1147. Plaintiff Molina (“Plaintiff,” for purpose of the New Mexico Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1148. Plaintiff brings this Count individually and on behalf of the other members of the New Mexico Class (the “Class,” for purposes of this Count).

1149. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1150. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

1151. GM’s Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

1152. GM breached the express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles’ materials and workmanship defects.

1153. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM’s headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through

1 numerous complaints filed against it directly and through its dealers, as well as its own internal
2 engineering knowledge.

3 1154. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
4 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
5 and/or has refused to adequately provided the promised remedies within a reasonable time.

6 1155. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
7 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
8 and on behalf of the other Class members, seeks all remedies allowable by law.

9 1156. Also, and as alleged in more detail herein, at the time that GM warranted and sold the
10 Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently
11 defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the
12 other Class members were, therefore, induced to purchase or lease the Class Vehicles under false
13 pretenses.

14 1157. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
15 through the limited remedy of repairs, as those incidental and consequential damages have already been
16 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure
17 to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other
18 Class members' remedies would be insufficient to make them whole.

19 1158. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and
20 the other Class members have been damaged in an amount to be determined at trial.

21 **COUNT 95**
22 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
23 **N.M. Stat. Ann. §§ 55-2-314 and 55-2A-212**

24 1159. Plaintiff Molina ("Plaintiff," for purposes of the New Mexico Class's claims) repeats
25 and realleges paragraphs 1-212 as if fully set forth herein.

26 1160. Plaintiff brings this Count individually and on behalf of the other members of the New
27 Mexico Class (the "Class," for purposes of this Count).
28

1161. GM is and was at all relevant times a merchant with respect to motor vehicles under N.M. Stat. Ann. §§ 55-2-104 and 55-2A-103.

1162. Pursuant to N.M. Stat. Ann. §§ 55-2-314 and 55-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

1163. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

1164. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

1165. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM's breach of the warranty of merchantability.

1166. As a direct and proximate result of GM's breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 96
FRAUDULENT OMISSION

1167. Plaintiff Molina ("Plaintiff," for purposes of the New Mexico Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1168. Plaintiff brings this Count individually and on behalf of the other members of the New Mexico Class (the "Class," for purposes of this Count).

1 1169. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
2 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
3 Class.

4 1170. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
5 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
6 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
7 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
8 of the Class Vehicles.

9 1171. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec
10 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class
11 Vehicles.

12 1172. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation
13 IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class
14 Vehicles.

15 1173. In purchasing the Class Vehicles, Plaintiff and the other members of the Class
16 reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

17 1174. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring
18 Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class
19 Vehicles or would have paid less for the Class Vehicles.

20 1175. Through its omissions regarding the Low-Tension Oil Ring Defect within the
21 Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other
22 members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased,
23 or pay more for a Class Vehicle than they otherwise would have paid.

24 1176. As a direct and proximate result of GM's omissions, Plaintiff and the other members of
25 the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if
26 the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in
27 an amount to be determined at trial.

COUNT 97
UNJUST ENRICHMENT

1177. Plaintiff Molina (“Plaintiff,” for purposes of the New Mexico Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1178. Plaintiff brings this Count individually and on behalf of the other members of the New Mexico Class (the “Class,” for purposes of this Count).

1179. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM’s concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

1180. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

1181. It is inequitable and unconscionable for GM to retain these benefits.

1182. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM’s misconduct.

1183. GM knowingly accepted the unjust benefits of its wrongful conduct.

1184. As a result of GM’s misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

21. Claims Brought on Behalf of the North Carolina Class

COUNT 98
VIOLATIONS OF THE NORTH CAROLINA
UNFAIR AND DECEPTIVE TRADE PRACTICES ACT
N.C. Gen. Stat. §§ 75-1.1, et seq.

1185. Plaintiff Ehrke (“Plaintiff,” for purposes of the North Carolina Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1186. Plaintiff brings this Count individually and on behalf of the other members of the North Carolina Class (the “Class,” for purposes of this Count).

1187. GM engaged in unlawful, unfair, and deceptive trade practices in violation of the North Carolina Unfair and Deceptive Trade Practices Act by advertising, selling, and warranting the defective Class Vehicles.

1188. GM knew that the Class Vehicles suffered from the Low-Tension Oil Ring Defect that results in abnormally high oil consumption and resultant engine damage.

1189. In advertising, selling, and warranting the Class Vehicles, GM omitted material facts concerning the Low-Tension Oil Ring Defect that results in abnormally high oil consumption and resultant engine damage. GM failed to give Plaintiff and the other Class members sufficient notice or warning regarding this defect.

1190. GM intended that Plaintiff and the other Class members rely upon GM's omissions when purchasing vehicles containing the Generation IV Vortec 5300 Engines.

1191. Plaintiff and the other Class members were deceived by GM's concealment of the defect.

1192. GM's conduct was in commerce and affected commerce.

1193. As a direct and proximate result of these unfair, willful, unconscionable, and deceptive commercial practices, Plaintiff and the other Class members have been damaged and are entitled to recover actual and treble damages, as well as attorneys' fees and costs, and all other relief allowed under N.C. Gen. Stat §§ 75-16 and 75-16.1.

COUNT 99
BREACH OF EXPRESS WARRANTY
N.C. Gen. Stat. §§ 25-2-313 and 25-2A-210

1194. Plaintiff Ehrke ("Plaintiff," for purposes of the North Carolina Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1195. Plaintiff brings this Count individually and on behalf of the other members of the North Carolina Class (the "Class," for purposes of this Count).

1196. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1 1197. In its Limited Warranty, GM expressly warranted that it would repair or replace defects
2 in material or workmanship free of charge if those defects became apparent during the warranty period.
3 GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

4 This warranty is for GM vehicles registered in the United States and normally operated
5 in the United States and Canada, and is provided to the original and any subsequent
6 owners of the vehicle during the warranty period.

7 The warranty covers repairs to correct any vehicle defect . . . related to materials or
8 workmanship occurring during the warranty period.

9 Warranty repairs, including towing, parts, and labor, will be made at no charge.

10 1198. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff
11 and the other Class members purchased or leased their Class Vehicles equipped with the defective
12 Generation IV Vortec 5300 Engines.

13 1199. GM breached its express warranty to repair defects in materials and workmanship within
14 the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles' materials
15 and workmanship defects.

16 1200. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
17 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
18 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
19 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
20 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
21 numerous complaints filed against it directly and through its dealers, as well as its own internal
22 engineering knowledge.

23 1201. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
24 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
25 and/or has refused to adequately provided the promised remedies within a reasonable time.

26 1202. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
27 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
28 and on behalf of the other Class members, seeks all remedies as allowed by law.

1203. Also, as alleged in more detail herein, at the time that GM warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore induced to purchase or lease the GM Vehicles under false pretenses.

1204. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other Class members' remedies would be insufficient to make them whole.

1205. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 100
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
N.C. Gen. Stat. §§ 25-2-314 and 25-2A-212

1206. Plaintiff Ehrke ("Plaintiff," for purposes of the North Carolina Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1207. Plaintiff brings this Count individually and on behalf of the other members of the North Carolina Class (the "Class," for purposes of this Count).

1208. GM is and was at all relevant times a merchant with respect to motor vehicles under N.C. Gen Stat. § 25-2-314 and 25-2A-212.

1209. Pursuant to N.C. Gen. Stat. §§ 25-2-314 and 25-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

1210. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

1211. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

1212. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM's breach of the warranty of merchantability.

1213. As a direct and proximate result of GM's breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 101
FRAUDULENT OMISSION

1214. Plaintiff Ehrke ("Plaintiff," for purposes of the North Carolina Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1215. Plaintiff brings this Count individually and on behalf of the other members of the North Carolina Class (the "Class," for purposes of this Count).

1216. GM was aware of the Low-Tension Oil Ring Defect when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.

1217. Having been aware of the Low-Tension Oil Ring Defect, and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to disclose these defects to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

1218. GM disclosed information concerning the reliability and performance of the Class Vehicles, but GM did not disclose the Low-Tension Oil Ring Defect to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

1219. For the reasons set forth above, the existence of the Low-Tension Oil Ring Defect comprises material information with respect to the sale of the Class Vehicles.

1220. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

1221. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

1222. Through its omission regarding the Low-Tension Oil Ring Defect, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

1223. As a direct and proximate result of GM's omission, Plaintiff and the other members of the Class either paid too much for the Class Vehicles or would not have purchased the Class Vehicles if the Low-Tension Oil Ring Defect had been disclosed to them, and therefore have incurred damages in an amount to be determined at trial.

COUNT 102
UNJUST ENRICHMENT

1224. Plaintiff Ehrke ("Plaintiff," for purposes of the North Carolina Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1225. Plaintiff brings this Count individually and on behalf of the other members of the North Carolina Class (the "Class," for purposes of this Count).

1226. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

1227. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

1228. It is inequitable and unconscionable for GM to retain these benefits.

1229. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

1230. GM knowingly accepted the unjust benefits of its wrongful conduct.

1231. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

22. Claims Brought on Behalf of the North Dakota Class

COUNT 103 **VIOLATIONS OF THE NORTH DAKOTA UNLAWFUL** **SALES OR ADVERTISING PRACTICES LAW** **N.D. Cent. Code §§ 51-15-01, *et seq.***

1232. Plaintiff Mauch ("Plaintiff," for purposes of the North Dakota Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1233. Plaintiff brings this Count individually and on behalf of the other members of the North Dakota Class (the "Class," for purposes of this Count).

1234. The North Dakota Unlawful Sales or Advertising Practices Law prohibits any "deceptive act or practice, fraud, false pretense, false promise, or misrepresentation." N.D. Cent. Code § 51-15-02.

1235. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of N.D. Cent. Code § 51-15-02.

1236. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

1237. GM intended for Plaintiff and the other Class members to rely on GM's omissions of fact regarding the Low-Tension Oil Ring Defect.

1238. Plaintiff and the other Class members justifiably acted or relied to their detriment upon GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

1239. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

1240. GM's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other Class members.

1241. In addition to being deceptive, the business practices of GM were unfair because GM knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of GM's exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.

1242. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under N.D. Cent. Code § 51-15-09.

COUNT 104
BREACH OF EXPRESS WARRANTY
N.D. Cent. Code § 41-02-30

1243. Plaintiff Mauch ("Plaintiff," for purpose of the North Dakota Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1244. Plaintiff brings this Count individually and on behalf of the other members of the North Dakota Class (the "Class," for purposes of this Count).

1245. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1 1246. In its Limited Warranty, GM expressly warranted that it would repair or replace defects
2 in material or workmanship free of charge if they became apparent during the warranty period. GM
3 provides the following language in its 2012 Chevrolet Limited Warranty guide:

4 This warranty is for GM vehicles registered in the United States and normally operated
5 in the United States and Canada, and is provided to the original and any subsequent
6 owners of the vehicle during the warranty period.

7 The warranty covers repairs to correct any vehicle defect . . . related to materials or
8 workmanship occurring during the warranty period.

9 Warranty repairs, including towing, parts, and labor, will be made at no charge.

10 1247. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff
11 and the other Class members purchased or leased their Class Vehicles equipped with the defective
12 Generation IV Vortec 5300 Engines.

13 1248. GM breached the express warranty to repair defects in materials and workmanship
14 within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles'
15 materials and workmanship defects.

16 1249. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
17 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
18 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
19 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
20 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
21 numerous complaints filed against it directly and through its dealers, as well as its own internal
22 engineering knowledge.

23 1250. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
24 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
25 and/or has refused to adequately provided the promised remedies within a reasonable time.

26 1251. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
27 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
28 and on behalf of the other Class members, seeks all remedies allowable by law.

1252. Also, and as alleged in more detail herein, at the time that GM warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

1253. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other Class members' remedies would be insufficient to make them whole.

1254. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 105
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
N.D. Cent. Code § 41-02-31

1255. Plaintiff Mauch ("Plaintiff," for purposes of the North Dakota Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1256. Plaintiff brings this Count individually and on behalf of the other members of the North Dakota Class (the "Class," for purposes of this Count).

1257. GM is and was at all relevant times a merchant with respect to motor vehicles under N.D. Cent. Code § 41-02-31.

1258. Pursuant to N.D. Cent. Code § 41-02-31, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

1259. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for

1 which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring
2 Defect which causes excessive oil loss and leads to engine damage.

3 1260. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
4 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
5 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
6 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
7 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
8 numerous complaints filed against it directly and through its dealers, as well as its own internal
9 engineering knowledge.

10 1261. Plaintiff and the other Class members suffered injuries due to the defective nature of the
11 Class Vehicles and GM's breach of the warranty of merchantability.

12 1262. As a direct and proximate result of GM's breach of the warranty of merchantability,
13 Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

14 **COUNT 106**
15 **FRAUDULENT OMISSION**

16 1263. Plaintiff Mauch ("Plaintiff," for purposes of the North Dakota Class's claims) repeats
17 and realleges paragraphs 1-212 as if fully set forth herein.

18 1264. Plaintiff brings this Count individually and on behalf of the other members of the North
19 Dakota Class (the "Class," for purposes of this Count).

20 1265. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
21 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
22 Class.

23 1266. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
24 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
25 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
26 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
27 of the Class Vehicles.
28

1 1267. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec
2 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class
3 Vehicles.

4 1268. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation
5 IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class
6 Vehicles.

7 1269. In purchasing the Class Vehicles, Plaintiff and the other members of the Class
8 reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

9 1270. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring
10 Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class
11 Vehicles or would have paid less for the Class Vehicles.

12 1271. Through its omissions regarding the Low-Tension Oil Ring Defect within the
13 Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other
14 members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased,
15 or pay more for a Class Vehicle than they otherwise would have paid.

16 1272. As a direct and proximate result of GM's omissions, Plaintiff and the other members of
17 the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if
18 the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in
19 an amount to be determined at trial.

20 **COUNT 107**
21 **UNJUST ENRICHMENT**

22 1273. Plaintiff Mauch ("Plaintiff," for purposes of the North Dakota Class's claims) repeats
23 and realleges paragraphs 1-212 as if fully set forth herein.

24 1274. Plaintiff brings this Count individually and on behalf of the other members of the North
25 Dakota Class (the "Class," for purposes of this Count).

26 1275. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles
27 that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and
28 Plaintiff and the other members of the Class have overpaid for these vehicles.

1276. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

1277. It is inequitable and unconscionable for GM to retain these benefits.

1278. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

1279. GM knowingly accepted the unjust benefits of its wrongful conduct.

1280. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

23. Claims Brought on Behalf of the Ohio Class

COUNT 108 **VIOLATIONS OF THE OHIO CONSUMER SALES PRACTICES ACT** **Ohio Rev. Code Ann. §§ 1345.01, *et seq.***

1281. Plaintiffs Gulling and Jones ("Plaintiffs," for purposes of the Ohio Class's claims) repeat and reallege paragraphs 1-212 as if fully set forth herein.

1282. Plaintiffs bring this Count individually and on behalf of the other members of the Ohio Class (the "Class," for purposes of this Count).

1283. GM, Plaintiffs, and the other Class members are "persons" within the meaning of Ohio Rev. Code Ann. § 145.01(B). GM is a "supplier" as defined by Ohio Rev. Code Ann. § 1345.01(c).

1284. Plaintiffs and the other Class members are "consumers" as that term is defined in Ohio Rev. Code Ann. § 1345.01(D), and their purchase and lease of the Class Vehicles are "consumer transactions" within the meaning of Ohio Rev. Code Ann. § 1345.01(A).

1285. Ohio Rev. Code Ann. § 1345.02 prohibits unfair or deceptive acts or practices in connection with consumer transactions.

1286. In the course of GM's business, GM violated the Ohio Consumer Sales Practices Act ("CSPA") by selling Class Vehicles with the Low-Tension Oil Ring Defect, leading to excessive oil

consumption and engine damage, or negligently concealing or suppressing material facts concerning the Low-Tension Oil Ring Defect in the Class Vehicles.

1287. Further, as a result of placing a defective product into the stream of commerce, GM has breached its implied warranty in tort, which is an unfair and deceptive act, as defined in Ohio Rev. Code Ann. § 1345.09(B).

1288. GM has committed unfair and deceptive acts in violation of the Ohio CSPA by knowingly placing into the stream of commerce the Class Vehicles with the Low-Tension Oil Ring Defect.

1289. Moreover, GM has committed an unfair and deceptive act by knowingly concealing the Low-Tension Oil Ring Defect in the Class Vehicles and failing to inform Plaintiffs and the other Class members of this defect.

1290. The Ohio Attorney General has made available for public inspection prior state court decisions which have held that the acts and omissions of GM as detailed in this Complaint, including, but not limited to, the failure to honor both its implied and express warranties; and the concealment and/or non-disclosure of a substantial defect, constitute deceptive sales practices in violation of the CSPA. These cases include, but are not limited to, the following:

- a. *Mason v. Mercedes Benz USA, LLC* (OPIF #10002382);
- b. *State ex rel. Betty D. Montgomery v. Ford Motor co.* (OPIF #10002123);
- c. *State ex rel. Betty D. Montgomery v. Bridgestone/Firestone, Inc.* (OPIF #10002025);
- d. *Bellinger v. Hewlett-Packard Co.*, No. 20744, 2002 Ohio App. LEXIS 1573 (Ohio Ct. App. Apr. 10, 2002) (OPIF #10002077);
- e. *Borror v. MarineMax of Ohio*, No. OT-06-010, 2007 Ohio App. LEXIS 525 (Ohio Ct. App. Feb. 9, 2007) (OPIF #10002388);
- f. *State ex rel. Jim Petro v. Craftmatic Organization, Inc.* (OPIF #10002347);
- g. *Cranford v. Joseph Airport Toyota, Inc.* (OPIF #10001586);
- h. *Brown v. Spears* (OPIF #10000403);
- i. *Brinkman v. Mazda Motor of America, Inc.* (OPIF #10001427);

j. *Mosley v. Performance Mitsubishi AKA Automanage* (OPIF #10001326); and

k. *Walls v. Harry Williams dba Butch's Auto Sales* (OPIF #10001524).

1291. GM's unfair or deceptive acts or practices were likely to, and did, in fact, deceive consumers, including Plaintiffs and the other Class members, about the true reliability, dependability, efficiency, and quality of the Class Vehicles.

1292. Plaintiffs and the other Class members suffered ascertainable loss and actual damages as a direct result of GM's concealment of and failure to disclose material information, namely, the Low-Tension Oil Ring Defect. Plaintiffs and the other Class members who purchased or leased the Class Vehicles would not have done so, or would have paid significantly less, if the true nature of the Class Vehicles had been disclosed. Plaintiffs and the other Class members also suffered diminished value of their vehicles.

1293. GM is liable to Plaintiffs and the other Class members for compensatory damages, injunctive/equitable relief, and attorneys' fees pursuant to Ohio Rev. Code Ann. § 1345.09.

COUNT 109
BREACH OF EXPRESS WARRANTY
Ohio Rev. Code Ann. §§ 1302.26 and 1310.17

1294. Plaintiffs Gulling and Jones ("Plaintiffs," for purposes of the Ohio Class's claims) repeat and reallege paragraphs 1-212 as if fully set forth herein.

1295. Plaintiffs bring this Count individually and on behalf of the other members of the Ohio Class (the "Class," for purposes of this Count).

1296. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1297. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

1 1298. GM's Limited Warranty formed the basis of the bargain that was reached when
2 Plaintiffs and the other Class members purchased or leased their Class Vehicles equipped with the
3 defective Generation IV Vortec 5300 Engines.

4 1299. GM breached the express warranty to repair defects in materials and workmanship
5 within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles'
6 materials and workmanship defects.

7 1300. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
8 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
9 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
10 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
11 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
12 numerous complaints filed against it directly and through its dealers, as well as its own internal
13 engineering knowledge.

14 1301. Furthermore, the limited warranty of repair fails in its essential purpose because the
15 contractual remedy is insufficient to make Plaintiffs and the other Class members whole and because
16 GM has failed and/or has refused to adequately provided the promised remedies within a reasonable
17 time.

18 1302. Accordingly, recovery by Plaintiffs and the other Class members is not limited to the
19 limited warranty of repair to parts defective in materials and workmanship, and Plaintiffs, individually
20 and on behalf of the other Class members, seek all remedies as allowed by law.

21 1303. Also, as alleged in more detail herein, at the time that GM warranted and sold the Class
22 Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective,
23 and GM improperly concealed material facts regarding its Class Vehicles. Plaintiffs and the other
24 Class members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

25 1304. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
26 through the limited remedy of repairs, as those incidental and consequential damages have already been
27 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure
28

1 to provide such limited remedy within a reasonable time, and any limitation on Plaintiffs and the other
2 Class members' remedies would be insufficient to make Plaintiffs and the other Class members whole.

3 1305. As a direct and proximate result of GM's breach of express warranty, Plaintiffs and the
4 other Class members have been damaged in an amount to be determined at trial.

5 **COUNT 110**
6 **BREACH OF IMPLIED WARRANTY IN TORT**

7 1306. Plaintiffs Gulling and Jones ("Plaintiffs," for purposes of the Ohio Class's claims) repeat
8 and reallege paragraphs 1-212 as if fully set forth herein.

9 1307. Plaintiffs bring this Count individually and on behalf of the other members of the Ohio
10 Class (the "Class," for purposes of this Count).

11 1308. GM manufactured and sold the defective Class Vehicles to Plaintiffs and the other Class
12 members.

13 1309. The Class Vehicles are defective because they have a Generation IV Vortec 5300
14 Engines with the Low-Tension Oil Ring Defect, causing the Class Vehicles to consume excessive
15 amounts of oil, resulting in engine damage.

16 1310. These defects existed at the time the Class Vehicles left the control of GM.

17 1311. Based upon these defects, GM has failed to meet the expectations of a reasonable
18 consumer. The Class Vehicles have failed in their ordinary, intended use, because they suffer from the
19 Low-Tension Oil Ring Defect, causing excessive oil loss and resultant engine damage.

20 1312. The above-described defects in the Class Vehicles were the direct and proximate cause
21 of economic damages to Plaintiffs and the other Class members.

22 **COUNT 111**
23 **FRAUDULENT OMISSION**

24 1313. Plaintiffs Gulling and Jones ("Plaintiffs," for purposes of the Ohio Class's claims) repeat
25 and reallege paragraphs 1-212 as if fully set forth herein.

26 1314. Plaintiffs bring this Count individually and on behalf of the other members of the Ohio
27 Class (the "Class," for purposes of this Count).

1 1315. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
2 5300 Engines when it marketed and sold the Class Vehicles to Plaintiffs and the other Class members.

3 1316. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
4 Vortec 5300 Engines, and having known that Plaintiffs and the other Class members could not have
5 reasonably been expected to know of this defect, GM had a duty to disclose the Low-Tension Oil Ring
6 Defect to Plaintiffs and the other Class members in connection with the sale or lease of the Class
7 Vehicles.

8 1317. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec
9 5300 Engines to Plaintiffs and the other Class members in connection with the sale or lease of the Class
10 Vehicles.

11 1318. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation
12 IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class
13 Vehicles.

14 1319. In purchasing or leasing the Class Vehicles, Plaintiffs and the other Class members
15 reasonably relied on GM to disclose known material defects with respect to the Class Vehicles. Had
16 Plaintiffs and the other Class members known of the Low-Tension Oil Ring Defect within the
17 Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have
18 paid less for the Class Vehicles.

19 1320. Through its omissions regarding the latent oil consumption defect within the Generation
20 IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiffs and the other Class
21 members to purchase or lease a Class Vehicle that they otherwise would not have purchased, or to pay
22 more for a Class Vehicle than they otherwise would have paid.

23 1321. As a direct and proximate result of GM's omissions, Plaintiffs and the other Class
24 members either paid too much for the Class Vehicles or would not have purchased the Class Vehicles if
25 the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in
26 an amount to be determined at trial.

COUNT 112
UNJUST ENRICHMENT

1322. Plaintiffs Gulling and Jones (“Plaintiffs,” for purposes of the Ohio Class’s claims) repeat and reallege paragraphs 1-212 as if fully set forth herein.

1323. Plaintiffs bring this Count individually and on behalf of the other members of the Ohio Class (“Class,” for purposes of this Count).

1324. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM’s concealment of the Low-Tension Oil Ring Defect, and Plaintiffs and the other members of the Class have overpaid for these vehicles.

1325. GM has received and retained unjust benefits from Plaintiffs and the other members of the Class, and inequity has resulted.

1326. It is inequitable and unconscionable for GM to retain these benefits.

1327. Because GM concealed its fraud and deception, Plaintiffs and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM’s misconduct.

1328. GM knowingly accepted the unjust benefits of its wrongful conduct.

1329. As a result of GM’s misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

24. Claims Brought on Behalf of the Oklahoma Class

COUNT 113
VIOLATIONS OF THE OKLAHOMA CONSUMER PROTECTION ACT
Okla. Stat. tit. 15, §§ 751, *et seq.*

1330. Plaintiff Warpinski (“Plaintiff,” for purposes of the Oklahoma Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1331. Plaintiff brings this Count individually and on behalf of the other members of the Oklahoma Class (the “Class,” for purposes of this Count).

1 1332. By the conduct described in detail above and incorporated herein, GM engaged in unfair
2 trade practices and deceptive trade practices in violation of Okla. Stat. tit. 15, §§ 752 and 753.

3 1333. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that
4 results in abnormally high oil consumption and resultant engine damage within the Generation IV
5 Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding
6 whether or not to purchase (or to pay the same price for) the Class Vehicles.

7 1334. GM intended for Plaintiff and the other Class members to rely on GM's omissions
8 regarding the Low-Tension Oil Ring Defect.

9 1335. Plaintiffs and the other Class members justifiably acted or relied to their detriment upon
10 GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in
11 abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300
12 Engines, as evidenced by Plaintiffs and the other Class members' purchases of Class Vehicles.

13 1336. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect
14 to Plaintiffs and the other Class members, Plaintiffs and the other Class members would not have
15 purchased or leased Class Vehicles or would have paid less to do so.

16 1337. GM's omissions have deceived Plaintiffs, and those same business practices have
17 deceived or are likely to deceive members of the consuming public and the other members of the Class.

18 1338. In addition to being deceptive, the business practices of GM were unfair because GM
19 knowingly sold Plaintiffs and the other Class members Class Vehicles with defective engines that are
20 essentially unusable for the purposes for which they were sold. The injuries to Plaintiffs and the other
21 Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiffs and
22 the other Class members or to competition under all of the circumstances. Moreover, in light of GM's
23 exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiffs or the
24 other Class members could have reasonably avoided.

25 1339. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiffs
26 and the other Class members have suffered ascertainable loss and actual damages. Plaintiffs and the
27 other Class members who purchased or leased the Class Vehicles would not have purchased or leased
28

the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiffs and the other Class members also suffered diminished value of their vehicles. Plaintiffs and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Okla. Stat. tit. 15, §§ 751, *et seq.*

COUNT 114
BREACH OF EXPRESS WARRANTY
Okla. Stat. tit. 12A, §§ 2-313 and 2A-210

1340. Plaintiff Warpinski ("Plaintiff," for purpose of the Oklahoma Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1341. Plaintiff brings this Count individually and on behalf of the other members of the Oklahoma Class (the "Class," for purposes of this Count).

1342. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1343. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

1344. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

1345. GM breached the express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

1346. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by

United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

1347. Furthermore, the Limited Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed and/or has refused to adequately provided the promised remedies within a reasonable time.

1348. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies allowable by law.

1349. Also, and as alleged in more detail herein, at the time that GM warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

1350. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other Class members' remedies would be insufficient to make them whole.

1351. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 115
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Okla. Stat. tit. 12A, §§ 2-314 and 2A-212

1352. Plaintiff Warpinski ("Plaintiff," for purposes of the Oklahoma Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1353. Plaintiff brings this Count individually and on behalf of the other members of the Oklahoma Class (the “Class,” for purposes of this Count).

1354. GM is and was at all relevant times a merchant with respect to motor vehicles under Okla. Stat. tit. 12A, §§ 2-104 and 2A-103.

1355. Pursuant to Okla. Stat. tit. 12A, §§ 2-314 and 2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

1356. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

1357. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM’s headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

1358. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM’s breach of the warranty of merchantability.

1359. As a direct and proximate result of GM’s breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 116
FRAUDULENT OMISSION

1360. Plaintiff Warpinski (“Plaintiff,” for purposes of the Oklahoma Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1 1361. Plaintiff brings this Count individually and on behalf of the other members of the
2 Oklahoma Class (the “Class,” for purposes of this Count).

3 1362. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
4 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
5 Class.

6 1363. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
7 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
8 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
9 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
10 of the Class Vehicles.

11 1364. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec
12 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class
13 Vehicles.

14 1365. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation
15 IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class
16 Vehicles.

17 1366. In purchasing the Class Vehicles, Plaintiff and the other members of the Class
18 reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

19 1367. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring
20 Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class
21 Vehicles or would have paid less for the Class Vehicles.

22 1368. Through its omissions regarding the Low-Tension Oil Ring Defect within the
23 Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other
24 members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased,
25 or pay more for a Class Vehicle than they otherwise would have paid.

26 1369. As a direct and proximate result of GM’s omissions, Plaintiff and the other members of
27 the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if
28

the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 117
UNJUST ENRICHMENT

1370. Plaintiff Warpinski (“Plaintiff,” for purposes of the Oklahoma Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1371. Plaintiff brings this Count individually and on behalf of the other members of the Oklahoma Class (the “Class,” for purposes of this Count).

1372. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM’s concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

1373. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

1374. It is inequitable and unconscionable for GM to retain these benefits.

1375. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM’s misconduct.

1376. GM knowingly accepted the unjust benefits of its wrongful conduct.

1377. As a result of GM’s misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

25. Claims Brought on Behalf of the Pennsylvania Class

COUNT 118
VIOLATIONS OF THE PENNSYLVANIA
UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW
73 Pa. Cons. Stat. §§ 201-1, et seq.

1378. Plaintiff Graziano (“Plaintiff,” for the purposes of the Pennsylvania Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1 1379. Plaintiff brings this Count individually and on behalf of the other members of the
2 Pennsylvania Class (the “Class,” for purposes of this Count).

3 1380. GM, Plaintiff, and the other members of the Class are “persons” within the meaning of
4 73 Pa. Cons. Stat. § 201-2(2).

5 1381. GM is engaged in “trade” or “commerce” within the meaning of 73 Pa. Cons. Stat. §
6 201-2(3).

7 1382. The Pennsylvania Unfair Trade Practices Act (“Pennsylvania UTPA”) prohibits “unfair
8 or deceptive acts or practices in the conduct of any trade or commerce” 73 Pa. Cons. Stat. § 201-3.

9 1383. GM violated the Pennsylvania UTPA by engaging in unfair or deceptive acts or
10 practices by marketing, selling, and leasing Class Vehicles that it knew to contain the Low-Tension Oil
11 Ring Defect, while not disclosing the Low-Tension Oil Ring Defect to Plaintiff and the other Class
12 members.

13 1384. GM intentionally and knowingly omitted material facts regarding the Class Vehicles
14 with the intent to mislead Plaintiff and the other Class members.

15 1385. GM knew or should have known that its conduct violated the Pennsylvania UTPA.

16 1386. GM’s concealment of the Low-Tension Oil Ring Defect was material to Plaintiff and the
17 other Class members.

18 1387. Plaintiff and the other Class members suffered ascertainable loss and actual damages as
19 a direct and proximate result of GM’s deceptive acts and omissions. Plaintiff and the other Class
20 members who purchased or leased the Class Vehicles would not have purchased or leased them at all
21 and/or—if the Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal
22 to sell—would have paid significantly less for them. Plaintiff and the other Class members also
23 suffered diminished value of their vehicles, as well as lost or diminished use.

24 1388. Pursuant to 73 Pa. Cons. Stat. § 201-9.2(a), Plaintiff and the other Class members seek
25 an order enjoining GM’s unfair and/or deceptive acts or practices, damages – trebled, punitive
26 damages, and attorneys’ fees, costs, and any other just and proper relief available under the
27 Pennsylvania UTPA.

COUNT 119
BREACH OF EXPRESS WARRANTY
13 Pa. Cons. Stat. §§ 2313 and 2A210

1389. Plaintiff Graziano (“Plaintiff,” for the purposes of the Pennsylvania Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1390. Plaintiff brings this Count individually and on behalf of the other members of the Pennsylvania Class (the “Class,” for purposes of this Count).

1391. GM is and was at all relevant times a “merchant” with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103, and a “seller” of motor vehicles under § 2103(a).

1392. With respect to leases, GM is and was at all relevant times a “lessor” of motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

1393. The Class Vehicles are and were at all relevant times “goods” within the meaning of 13 Pa. Cons. Stat. §§ 2105(a) and 2A103(a).

1394. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

1395. GM’s Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

1396. GM breached the express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles’ materials and workmanship defects.

1397. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its

1 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
2 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
3 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
4 numerous complaints filed against it directly and through its dealers, as well as its own internal
5 engineering knowledge.

6 1398. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
7 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
8 and/or has refused to adequately provided the promised remedies within a reasonable time.

9 1399. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
10 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
11 and on behalf of the other Class members, seeks all remedies as allowed by law.

12 1400. Also, as alleged in more detail herein, at the time that GM warranted and sold the Class
13 Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective,
14 and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class
15 members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

16 1401. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
17 through the limited remedy of repairs, as those incidental and consequential damages have already been
18 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure
19 to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other
20 Class members' remedies would be insufficient to make Plaintiff and the other Class members whole.

21 1402. As a direct and proximate result of GM's breach of express warranty, Plaintiff and the
22 other Class members have been damaged in an amount to be determined at trial.

23 **COUNT 120**
24 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
25 **13 Pa. Cons. Stat. §§ 2314 and 2A212**

26 1403. Plaintiff Graziano ("Plaintiff," for purposes of the Pennsylvania Class's claims) repeats
27 and realleges paragraphs 1-212 as if fully set forth herein.
28

1 1404. Plaintiff brings this Count individually and on behalf of the other members of the
2 Pennsylvania Class (the “Class,” for purposes of this Count).

3 1405. GM is and was at all relevant times a “merchant” with respect to motor vehicles under
4 13 Pa. Cons. Stat. §§ 2104 and 2A103, and a “seller” of motor vehicles under § 2103(a).

5 1406. With respect to leases, GM is and was at all relevant times a “lessor” of motor vehicles
6 under 13 Pa. Cons. Stat. § 2A103(a).

7 1407. The Class Vehicles are and were at all relevant times “goods” within the meaning of 13
8 Pa. Cons. Stat. §§ 2105(a) and 2A103(a).

9 1408. A warranty that the Class Vehicles were in merchantable condition and fit for the
10 ordinary purpose for which vehicles are used is implied in law pursuant to 13 Pa. Cons. Stat. §§ 2314
11 and 2A212.

12 1409. The Class Vehicles, when sold or leased and at all times hereafter, were not in
13 merchantable condition and are not fit for the ordinary purpose for which vehicles are used.
14 Specifically, the Class Vehicles are inherently defective in that they contain the Low-Tension Oil Ring
15 Defect which causes excessive oil loss and engine damage.

16 1410. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
17 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
18 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
19 United States Certified Mail to GM’s headquarters in Detroit, Michigan. The return receipt was signed
20 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
21 numerous complaints filed against it directly and through its dealers, as well as its own internal
22 engineering knowledge.

23 1411. Plaintiff and the other Class members suffered injuries due to the defective nature of the
24 Class Vehicles and GM’s breach of the implied warranty of merchantability.

25 1412. As a direct and proximate result of GM’s breach of the implied warranty of
26 merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven
27 at trial.

COUNT 121
FRAUDULENT OMISSION

1413. Plaintiff Graziano (“Plaintiff,” for purposes of the Pennsylvania Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1414. Plaintiff brings this Count individually and on behalf of the other members of the Pennsylvania Class (the “Class,” for purposes of this Count).

1415. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.

1416. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

1417. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

1418. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

1419. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

1420. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

1421. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other

1 members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased,
2 or pay more for a Class Vehicle than they otherwise would have paid.

3 1422. As a direct and proximate result of GM's omissions, Plaintiff and the other members of
4 the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if
5 the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in
6 an amount to be determined at trial.

7 **COUNT 122**
8 **UNJUST ENRICHMENT**

9 1423. Plaintiff Graziano ("Plaintiff," for purposes of the Pennsylvania Class's claims) repeats
10 and realleges paragraphs 1-212 as if fully set forth herein.

11 1424. Plaintiff brings this Count individually and on behalf of the other members of the
12 Pennsylvania Class (the "Class," for purposes of this Count).

13 1425. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles
14 that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and
15 Plaintiff and the other members of the Class have overpaid for these vehicles.

16 1426. GM has received and retained unjust benefits from Plaintiff and the other members of
17 the Class, and inequity has resulted.

18 1427. It is inequitable and unconscionable for GM to retain these benefits.

19 1428. Because GM concealed its fraud and deception, Plaintiff and the other members of the
20 Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's
21 misconduct.

22 1429. GM knowingly accepted the unjust benefits of its wrongful conduct.

23 1430. As a result of GM's misconduct, the amount of its unjust enrichment should be
24 disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at
25 trial.

26. **Claims Brought on Behalf of the South Carolina Class**

COUNT 123
VIOLATIONS OF THE SOUTH CAROLINA REGULATION OF MANUFACTURERS,
DISTRIBUTORS, AND DEALERS ACT
S.C. Code Ann. §§ 56-151-10, *et seq.*

1431. Plaintiff Sloan Jr. (“Plaintiff,” for purposes of the South Carolina Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1432. Plaintiff brings this Count individually and on behalf of the other members of the South Carolina Class (the “Class,” for purposes of this Count).

1433. Plaintiff and the other members of the South Carolina Class are natural persons and legal entities and, as such, constitute “persons” as defined by S.C. Code Ann. § 56-15-10(n).

1434. GM is a “manufacturer” as defined by S.C. Code Ann. § 56-15-10(b).

1435. S.C. Code Ann. §§ 56-16-30 and 56-15-40 declare unlawful all “unfair or deceptive acts or practices” by a manufacturer.

1436. S.C. Code Ann. § 56-15-110 provides a private right of action for any person who is injured in his or her business or property by an unfair and/or deceptive act or practice.

1437. By the conduct described in detail above and incorporated herein, GM engaged in unfair and/or deceptive acts or practices in violation of S.C. Code Ann. §§ 56-15-30 and 56-15-40.

1438. GM’s omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

1439. GM intended for Plaintiff and the other Class members to rely on GM’s omissions regarding the Low-Tension Oil Ring Defect.

1440. Plaintiff and the other Class members justifiably acted or relied to their detriment upon GM’s omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, as evidenced by Plaintiff and the other Class members’ purchases of Class Vehicles.

1441. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect to Plaintiffs and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

1442. GM's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

1443. In addition to being deceptive, the business practices of GM were unfair because GM knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of GM's exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.

1444. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under S.C. Code Ann. § 56-15-110.

COUNT 124
BREACH OF EXPRESS WARRANTY
S.C. Code Ann. §§ 36-2-313 and 36-2A-210

1445. Plaintiff Sloan Jr. ("Plaintiff," for purposes of the South Carolina Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1446. Plaintiff brings this Count individually and on behalf of the other members of the South Carolina Class (the "Class," for purposes of this Count).

1447. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1 1448. In its Limited Warranty, GM expressly warranted that it would repair or replace defects
2 in material or workmanship free of charge if those defects became apparent during the warranty period.
3 GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

4 This warranty is for GM vehicles registered in the United States and normally operated
5 in the United States and Canada, and is provided to the original and any subsequent
6 owners of the vehicle during the warranty period.

7 The warranty covers repairs to correct any vehicle defect . . . related to materials or
8 workmanship occurring during the warranty period.

9 Warranty repairs, including towing, parts, and labor, will be made at no charge.

10 1449. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff
11 and the other Class members purchased or leased their Class Vehicles equipped with the defective
12 Generation IV Vortec 5300 Engines.

13 1450. GM breached its express warranty to repair defects in materials and workmanship within
14 the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles' materials
15 and workmanship defects.

16 1451. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
17 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
18 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
19 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
20 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
21 numerous complaints filed against it directly and through its dealers, as well as its own internal
22 engineering knowledge.

23 1452. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
24 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
25 and/or has refused to adequately provided the promised remedies within a reasonable time.

26 1453. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
27 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
28 and on behalf of the other Class members, seeks all remedies as allowed by law.

1454. Also, as alleged in more detail herein, at the time that GM warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore induced to purchase or lease the GM Vehicles under false pretenses.

1455. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other Class members' remedies would be insufficient to make them whole.

1456. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 125
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
S.C. Code Ann. §§ 36-2-314 and 36-2A-212

1457. Plaintiff Sloan Jr. ("Plaintiff," for purposes of the South Carolina Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1458. Plaintiff brings this Count individually and on behalf of the other members of the South Carolina Class (the "Class," for purposes of this Count).

1459. GM is and was at all relevant times a merchant with respect to motor vehicles under S.C. Code Ann. §§ 36-2-104 and 36-2A-103.

1460. Pursuant to S.C. Code Ann. §§ 36-2-314 and 36-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

1461. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

1462. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

1463. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM's breach of the warranty of merchantability.

1464. As a direct and proximate result of GM's breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 126
FRAUDULENT OMISSION

1465. Plaintiff Sloan Jr. ("Plaintiff," for purposes of the South Carolina Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1466. Plaintiff brings this Count individually and on behalf of the other members of the South Carolina Class (the "Class," for purposes of this Count).

1467. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.

1468. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

1469. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

1470. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

1471. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

1472. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

1473. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

1474. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 127
UNJUST ENRICHMENT

1475. Plaintiff Sloan Jr. ("Plaintiff," for purposes of the South Carolina Class's claims) repeats and realleges paragraphs 1-21 as if fully set forth herein.

1476. Plaintiff brings this Count individually and on behalf of the other members of the South Carolina Class (the "Class," for purposes of this Count).

1477. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

1478. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

1479. It is inequitable and unconscionable for GM to retain these benefits.

1480. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

1481. GM knowingly accepted the unjust benefits of its wrongful conduct.

1482. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

27. Claims Brought on Behalf of the Tennessee Class

COUNT 128 VIOLATIONS OF THE TENNESSEE CONSUMER PROTECTION ACT Tenn. Code Ann. §§ 47-18-101, *et seq.*

1483. Plaintiff Byrge ("Plaintiff," for purposes of the Tennessee Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1484. Plaintiff brings this Count individually and on behalf of the other members of the Tennessee Class (the "Class," for purposes of this Count).

1485. Pursuant to the Tennessee Consumer Protection Act, "[u]nfair or deceptive acts or practices affecting the conduct of any trade or commerce" are unlawful. Tenn. Code Ann. § 47-18-104.

1486. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of Tenn. Code Ann. § 47-18-104

1487. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

1488. GM intended for Plaintiff and the other Class members to rely on GM's omissions of fact regarding the Low-Tension Oil Ring Defect.

1489. Plaintiff and the other Class members justifiably acted or relied to their detriment upon GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in

1 abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300
2 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

3 1490. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect
4 to Plaintiff and the other Class members, Plaintiff and the other Class members would not have
5 purchased or leased Class Vehicles or would have paid less to do so.

6 1491. GM's omissions have deceived Plaintiff, and those same business practices have
7 deceived or are likely to deceive members of the consuming public and the other Class members.

8 1492. In addition to being deceptive, the business practices of GM were unfair because GM
9 knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are
10 essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other
11 Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and
12 the other Class members or to competition under all of the circumstances. Moreover, in light of GM's
13 exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the
14 other Class members could have reasonably avoided.

15 1493. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff
16 and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the
17 other Class members who purchased or leased the Class Vehicles would not have purchased or leased
18 the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-
19 Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered
20 diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual
21 damages, attorneys' fees and costs, and all other relief allowed under Tenn. Code Ann. § 47-18-101, *et*
22 *seq.*

23 **COUNT 129**
24 **BREACH OF EXPRESS WARRANTY**
Tenn. Code Ann. §§ 47-2-313 and 47-2A-210

25 1494. Plaintiff Byrge ("Plaintiff," for purpose of the Tennessee Class's claims) repeats and
26 realleges paragraphs 1-212 as if fully set forth herein.

1 1495. Plaintiff brings this Count individually and on behalf of the other members of the
2 Tennessee Class (the “Class,” for purposes of this Count).

3 1496. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

4 1497. In its Limited Warranty, GM expressly warranted that it would repair or replace defects
5 in material or workmanship free of charge if they became apparent during the warranty period. GM
6 provides the following language in its 2012 Chevrolet Limited Warranty guide:

7 This warranty is for GM vehicles registered in the United States and normally operated
8 in the United States and Canada, and is provided to the original and any subsequent
owners of the vehicle during the warranty period.

9 The warranty covers repairs to correct any vehicle defect . . . related to materials or
10 workmanship occurring during the warranty period.

11 Warranty repairs, including towing, parts, and labor, will be made at no charge.

12 1498. GM’s Limited Warranty formed the basis of the bargain that was reached when Plaintiff
13 and the other Class members purchased or leased their Class Vehicles equipped with the defective
14 Generation IV Vortec 5300 Engines.

15 1499. GM breached the express warranty to repair defects in materials and workmanship
16 within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles’
17 materials and workmanship defects.

18 1500. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
19 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
20 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
21 United States Certified Mail to GM’s headquarters in Detroit, Michigan. The return receipt was signed
22 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
23 numerous complaints filed against it directly and through its dealers, as well as its own internal
24 engineering knowledge.

25 1501. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
26 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
27 and/or has refused to adequately provided the promised remedies within a reasonable time.
28

1502. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies allowable by law.

1503. Also, and as alleged in more detail herein, at the time that GM warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

1504. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other Class members' remedies would be insufficient to make them whole.

1505. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 130
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Tenn. Code Ann. §§ 47-2-314 and 47-2A-212

1506. Plaintiff Byrge ("Plaintiff," for purposes of the Tennessee Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1507. Plaintiff brings this Count individually and on behalf of the other members of the Tennessee Class (the "Class," for purposes of this Count).

1508. GM is and was at all relevant times a merchant with respect to motor vehicles under Tenn. Code Ann. §§ 47-2-104 and 47-2A-103.

1509. Pursuant to Tenn. Code Ann. §§ 47-2-314 and 47-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

1510. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

1511. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

1512. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM's breach of the warranty of merchantability.

1513. As a direct and proximate result of GM's breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 131
FRAUDULENT OMISSION

1514. Plaintiff Byrge ("Plaintiff," for purposes of the Tennessee Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1515. Plaintiff brings this Count individually and on behalf of the other members of the Tennessee Class (the "Class," for purposes of this Count).

1516. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.

1517. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to

disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

1518. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

1519. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

1520. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

1521. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

1522. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

1523. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 132
UNJUST ENRICHMENT

1524. Plaintiff Byrge ("Plaintiff," for purposes of the Tennessee Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1525. Plaintiff brings this Count individually and on behalf of the other members of the Tennessee Class (the "Class," for purposes of this Count).

1526. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

1527. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

1528. It is inequitable and unconscionable for GM to retain these benefits.

1529. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

1530. GM knowingly accepted the unjust benefits of its wrongful conduct.

1531. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

28. Claims Brought on Behalf of the Texas Class

COUNT 133

VIOLATION OF TEXAS DECEPTIVE TRADE PRACTICES –

CONSUMER PROTECTION ACT

Tex. Bus. & Com. Code §§ 17.01, *et seq.*

1532. Plaintiff Sanchez ("Plaintiff," for purposes of the Texas Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1533. Plaintiff brings this Count individually and on behalf of the other members of the Texas Class (the "Class," for purposes of this Count).

1534. The Texas Deceptive Trade Practices—Consumer Protection Act ("TDTPA") states that it is unlawful to commit "[f]alse, misleading, or deceptive acts or practices in the conduct of any trade or commerce." Tex. Bus. & Com. Code § 17.46.

1535. By the conduct described in detail above and incorporated herein, GM engaged in false, misleading and deceptive trade practices.

1536. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its

1 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
2 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
3 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
4 numerous complaints filed against it directly and through its dealers, as well as its own internal
5 engineering knowledge.

6 1537. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that
7 results in abnormally high oil consumption and resultant engine damage within the Generation IV
8 Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding
9 whether or not to purchase (or to pay the same price for) the Class Vehicles.

10 1538. GM intended for Plaintiff and the other Class members to rely on GM's omissions
11 regarding the Low-Tension Oil Ring Defect.

12 1539. Plaintiff and the other Class members justifiably acted or relied to their detriment upon
13 GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in
14 abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300
15 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

16 1540. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect
17 to Plaintiff and the other Class members, Plaintiff and the other Class members would not have
18 purchased or leased Class Vehicles or would have paid less to do so.

19 1541. GM's omissions have deceived Plaintiff, and those same business practices have
20 deceived or are likely to deceive members of the consuming public and the other members of the Class.

21 1542. In addition to being deceptive, the business practices of GM were unfair because GM
22 knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are
23 essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other
24 Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and
25 the other Class members or to competition under all of the circumstances. Moreover, in light of GM's
26 exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the
27 other Class members could have reasonably avoided.

1543. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under the TDTPA.

COUNT 134
BREACH OF EXPRESS WARRANTY
Tex. Bus. & Com. Code §§ 2.313 and 2A.210

1544. Plaintiff Sanchez ("Plaintiff" for purposes of the Texas Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1545. Plaintiff brings this Count individually and on behalf of the Texas Class (the "Class," for purposes of this Count).

1546. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1547. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

1548. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

1549. GM breached the express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

1 1550. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
2 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
3 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
4 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
5 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
6 numerous complaints filed against it directly and through its dealers, as well as its own internal
7 engineering knowledge.

8 1551. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
9 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
10 and/or has refused to adequately provided the promised remedies within a reasonable time.

11 1552. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
12 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
13 and on behalf of the other Class members, seeks all remedies allowable by law.

14 1553. Also, and as alleged in more detail herein, at the time that GM warranted and sold the
15 Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently
16 defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the
17 other Class members were, therefore, induced to purchase or lease the Class Vehicles under false
18 pretenses.

19 1554. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
20 through the limited remedy of repairs, as those incidental and consequential damages have already been
21 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure
22 to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other
23 Class members' remedies would be insufficient to make them whole.

24 1555. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and
25 the other Class members have been damaged in an amount to be determined at trial.
26
27
28

COUNT 135
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Tex. Bus. & Com. Code §§ 2.314 and 2A.212

1556. Plaintiff Sanchez (“Plaintiff,” for purposes of the Texas Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1557. Plaintiff brings this Count individually and on behalf of the Texas Class (the “Class,” for purposes of this Count).

1558. GM is and was at all relevant times a merchant with respect to motor vehicles under Tex. Bus. & Com. Code §§ 2.104 and 2A.103.

1559. Pursuant to Tex. Bus. & Com. Code §§ 2.314 and 2A.212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

1560. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

1561. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM’s headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

1562. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM’s breach of the warranty of merchantability.

1563. As a direct and proximate result of GM’s breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 136
FRAUDULENT OMISSION

1564. Plaintiff Sanchez (“Plaintiff,” for purposes of the Texas Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1565. Plaintiff brings this Count individually and on behalf of the other members of the Texas Class (the “Class,” for purposes of this Count).

1566. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.

1567. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

1568. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

1569. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

1570. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

1571. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

1572. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other

1 members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased,
2 or pay more for a Class Vehicle than they otherwise would have paid.

3 1573. As a direct and proximate result of GM's omissions, Plaintiff and the other members of
4 the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if
5 the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in
6 an amount to be determined at trial

7 **COUNT 137**
8 **UNJUST ENRICHMENT**

9 1574. Plaintiff Sanchez ("Plaintiff," for purposes of the Texas Class's claims) repeats and
10 realleges paragraphs 1-212 as if fully set forth herein.

11 1575. Plaintiff brings this Count individually and on behalf of the other members of the Texas
12 (the "Class," for purposes of this Count).

13 1576. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles
14 that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and
15 Plaintiff and the other members of the Class have overpaid for these vehicles.

16 1577. GM has received and retained unjust benefits from Plaintiff and the other members of
17 the Class, and inequity has resulted.

18 1578. It is inequitable and unconscionable for GM to retain these benefits.

19 1579. Because GM concealed its fraud and deception, Plaintiff and the other members of the
20 Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's
21 misconduct.

22 1580. GM knowingly accepted the unjust benefits of its wrongful conduct.

23 1581. As a result of GM's misconduct, the amount of its unjust enrichment should be
24 disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at
25 trial.

29. **Claims Brought on Behalf of the Virginia Class**

COUNT 138
VIOLATIONS OF THE VIRGINIA CONSUMER PROTECTION ACT
Va. Code Ann. §§ 59.1-196, et seq.

1582. Plaintiff Thacker (“Plaintiff,” for purposes of the Virginia Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1583. Plaintiff brings this Count individually and on behalf of the other members of the Virginia Class (the “Class,” for purposes of this Count).

1584. GM, Plaintiffs, and the other Class members are “persons” within the meaning of Va. Code Ann. § 59.1-198. GM is a “supplier” as defined by Va. Code Ann. § 59.1-198.

1585. The purchase and lease of the Class Vehicles by Plaintiff and the other Class members are “consumer transactions” within the meaning of Va. Code Ann. § 59.1-198.

1586. The Virginia Consumer Protection Act prohibits “deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction.” Va. Code Ann. § 59.1-200(14).

1587. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of Va. Code Ann. § 59.1-200.

1588. GM’s omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

1589. GM intended for Plaintiff and the other Class members to rely on GM’s omissions of fact regarding the Low-Tension Oil Ring Defect.

1590. Plaintiff and the other Class members justifiably acted or relied to their detriment upon GM’s omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300 Engines, as evidenced by Plaintiff and the other Class members’ purchases of Class Vehicles.

1591. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

1592. GM's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other Class members.

1593. In addition to being deceptive, the business practices of GM were unfair because GM knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of GM's exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.

1594. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Va. Code Ann. §§ 59.1-196, *et seq.*

COUNT 139
BREACH OF EXPRESS WARRANTY
Va. Code Ann. §§ 8.2-313 and 8.2a-210

1595. Plaintiff Thacker ("Plaintiff," for purpose of the Virginia Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1596. Plaintiff brings this Count individually and on behalf of the other members of the Virginia Class (the "Class," for purposes of this Count).

1597. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1 1598. In its Limited Warranty, GM expressly warranted that it would repair or replace defects
2 in material or workmanship free of charge if they became apparent during the warranty period. GM
3 provides the following language in its 2012 Chevrolet Limited Warranty guide:

4 This warranty is for GM vehicles registered in the United States and normally operated
5 in the United States and Canada, and is provided to the original and any subsequent
owners of the vehicle during the warranty period.

6 The warranty covers repairs to correct any vehicle defect . . . related to materials or
7 workmanship occurring during the warranty period.

8 Warranty repairs, including towing, parts, and labor, will be made at no charge.

9 1599. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff
10 and the other Class members purchased or leased their Class Vehicles equipped with the defective
11 Generation IV Vortec 5300 Engines.

12 1600. GM breached the express warranty to repair defects in materials and workmanship
13 within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles'
14 materials and workmanship defects.

15 1601. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
16 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
17 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
18 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
19 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
20 numerous complaints filed against it directly and through its dealers, as well as its own internal
21 engineering knowledge.

22 1602. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
23 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
24 and/or has refused to adequately provided the promised remedies within a reasonable time.

25 1603. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
26 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
27 and on behalf of the other Class members, seeks all remedies allowable by law.
28

1604. Also, and as alleged in more detail herein, at the time that GM warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

1605. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other Class members' remedies would be insufficient to make them whole.

1606. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 140
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Va. Code Ann. §§ 8.2-314 and 8.2a-212

1607. Plaintiff Thacker ("Plaintiff," for purposes of the Virginia Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1608. Plaintiff brings this Count individually and on behalf of the other members of the Virginia Class (the "Class," for purposes of this Count).

1609. GM is and was at all relevant times a merchant with respect to motor vehicles under Va. Code Ann. §§ 8.2-104 and 8.2a-103.

1610. Pursuant to Va. Code Ann. §§ 8.2-314 and 8.2a-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

1611. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for

1 which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring
2 Defect which causes excessive oil loss and leads to engine damage.

3 1612. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members,
4 notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its
5 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
6 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
7 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
8 numerous complaints filed against it directly and through its dealers, as well as its own internal
9 engineering knowledge.

10 1613. Plaintiff and the other Class members suffered injuries due to the defective nature of the
11 Class Vehicles and GM's breach of the warranty of merchantability.

12 1614. As a direct and proximate result of GM's breach of the warranty of merchantability,
13 Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

14 **COUNT 141**
15 **FRAUDULENT OMISSION**

16 1615. Plaintiff Thacker ("Plaintiff," for purposes of the Virginia Class's claims) repeats and
17 realleges paragraphs 1-212 as if fully set forth herein.

18 1616. Plaintiff brings this Count individually and on behalf of the other members of the
19 Virginia Class (the "Class," for purposes of this Count).

20 1617. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
21 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
22 Class.

23 1618. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
24 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
25 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
26 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
27 of the Class Vehicles.
28

1 1619. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec
2 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class
3 Vehicles.

4 1620. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation
5 IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class
6 Vehicles.

7 1621. In purchasing the Class Vehicles, Plaintiff and the other members of the Class
8 reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

9 1622. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring
10 Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class
11 Vehicles or would have paid less for the Class Vehicles.

12 1623. Through its omissions regarding the Low-Tension Oil Ring Defect within the
13 Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other
14 members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased,
15 or pay more for a Class Vehicle than they otherwise would have paid.

16 1624. As a direct and proximate result of GM's omissions, Plaintiff and the other members of
17 the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if
18 the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in
19 an amount to be determined at trial.

20 **COUNT 142**
21 **UNJUST ENRICHMENT**

22 1625. Plaintiff Thacker ("Plaintiff," for purposes of the Virginia Class's claims) repeats and
23 realleges paragraphs 1-212 as if fully set forth herein.

24 1626. Plaintiff brings this Count individually and on behalf of the other members of the
25 Virginia Class (the "Class," for purposes of this Count).

26 1627. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles
27 that had artificially inflated prices due to GM's concealment of the Low-Tension Oil Ring Defect, and
28 Plaintiff and the other members of the Class have overpaid for these vehicles.

1628. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

1629. It is inequitable and unconscionable for GM to retain these benefits.

1630. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM's misconduct.

1631. GM knowingly accepted the unjust benefits of its wrongful conduct.

1632. As a result of GM's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

30. Claims Brought on Behalf of the Washington Class

COUNT 143 VIOLATIONS OF THE WASHINGTON CONSUMER PROTECTION ACT Wash. Rev. Code §§ 19.86.010, *et seq.*

1633. Plaintiff Clausen ("Plaintiff," for purposes of the Washington Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1634. Plaintiff brings this Count individually and on behalf of the other members of the Washington Class (the "Class," for purposes of this Count).

1635. GM, Plaintiff, and the Washington Class are "person[s]" under Wash. Rev. Code § 19.86.010(1).

1636. GM engaged in "trade" or "commerce" under Wash. Rev. Code § 19.86.010(2).

1637. The Washington Consumer Protection Act broadly prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Wash. Rev. Code. § 19.86.020.

1638. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of the Washington Consumer Protection Act.

1639. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that results in abnormally high oil consumption and resultant engine damage within the Generation IV

1 Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding
2 whether or not to purchase (or to pay the same price for) the Class Vehicles.

3 1640. GM intended for Plaintiff and the other Class members to rely on GM's omissions
4 regarding the Low-Tension Oil Ring Defect.

5 1641. Plaintiff and the other Class members justifiably acted or relied to their detriment upon
6 GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in
7 abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300
8 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

9 1642. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect
10 to Plaintiff and the other Class members, Plaintiff and the other Class members would not have
11 purchased or leased Class Vehicles or would have paid less to do so.

12 1643. GM's omissions have deceived Plaintiff, and those same business practices have
13 deceived or are likely to deceive members of the consuming public and the other members of the Class.

14 1644. In addition to being deceptive, the business practices of GM were unfair because GM
15 knowingly sold Plaintiffs and the other Class members Class Vehicles with defective engines that are
16 essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other
17 Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and
18 the other Class members or to competition under all of the circumstances. Moreover, in light of GM's
19 exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the
20 other Class members could have reasonably avoided.

21 1645. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff
22 and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the
23 other Class members who purchased or leased the Class Vehicles would not have purchased or leased
24 the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-
25 Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered
26 diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual
27 damages, attorneys' fees and costs, and all other relief allowed under Wash. Rev. Code § 19.86.090.

COUNT 144
BREACH OF EXPRESS WARRANTY
Wash. Rev. Code § 62A.2-313 and 62A.2A-210

1646. Plaintiff Clausen (“Plaintiff,” for purpose of the Washington Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1647. Plaintiff brings this Count individually and on behalf of the other members of the Washington Class (the “Class,” for purposes of this Count).

1648. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1649. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if they became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

1650. GM’s Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

1651. GM breached the express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles’ materials and workmanship defects.

1652. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM’s headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

1 1653. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
2 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
3 and/or has refused to adequately provided the promised remedies within a reasonable time.

4 1654. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
5 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
6 and on behalf of the other Class members, seeks all remedies allowable by law.

7 1655. Also, and as alleged in more detail herein, at the time that GM warranted and sold the
8 Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently
9 defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the
10 other Class members were, therefore, induced to purchase or lease the Class Vehicles under false
11 pretenses.

12 1656. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
13 through the limited remedy of repairs, as those incidental and consequential damages have already been
14 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure
15 to provide such limited remedy within a reasonable time, and any limitation on Plaintiff and the other
16 Class members' remedies would be insufficient to make them whole.

17 1657. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and
18 the other Class members have been damaged in an amount to be determined at trial.

19 **COUNT 145**
20 **FRAUDULENT OMISSION**

21 1658. Plaintiff Clausen ("Plaintiff," for purposes of the Washington Class's claims) repeats
22 and realleges paragraphs 1-212 as if fully set forth herein.

23 1659. Plaintiff brings this Count individually and on behalf of the other members of the
24 Washington Class (the "Class," for purposes of this Count).

25 1660. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
26 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
27 Class.
28

1661. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a good-faith duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

1662. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

1663. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

1664. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

1665. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

1666. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

1667. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 146
UNJUST ENRICHMENT

1668. Plaintiff Clausen (“Plaintiff,” for purposes of the Washington Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1669. Plaintiff brings this Count individually and on behalf of the other members of the Washington Class (the “Class,” for purposes of this Count).

1670. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM’s concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

1671. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

1672. It is inequitable and unconscionable for GM to retain these benefits.

1673. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM’s misconduct.

1674. GM knowingly accepted the unjust benefits of its wrongful conduct.

1675. As a result of GM’s misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

31. Claims Brought on Behalf of the West Virginia Class

COUNT 147 VIOLATIONS OF THE WEST VIRGINIA CONSUMER CREDIT AND PROTECTIONS ACT W. Va. Code §§ 46A-6-101, *et seq.*

1676. Plaintiff Robertson (“Plaintiff,” for purposes of the West Virginia Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1677. Plaintiff brings this claim individually and on behalf of the other members of the West Virginia Class (the “Class,” for purposes of this Count).

1678. The West Virginia Consumer Credit and Protections Act, W. Va. Code § 46A-6-104, states that, “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”

1679. By the conduct described in detail above and incorporated herein, GM engaged in unfair or deceptive acts in violation of the West Virginia Consumer Credit and Protections Act.

1 1680. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that
2 results in abnormally high oil consumption and resultant engine damage within the Generation IV
3 Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding
4 whether or not to purchase (or to pay the same price for) the Class Vehicles.

5 1681. GM intended for Plaintiff and the other Class members to rely on GM's omissions
6 regarding the Low-Tension Oil Ring Defect.

7 1682. Plaintiff and the other Class members justifiably acted or relied to their detriment upon
8 GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in
9 abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300
10 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

11 1683. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect
12 to Plaintiff and the other Class members, Plaintiff and the other Class members would not have
13 purchased or leased Class Vehicles or would have paid less to do so.

14 1684. GM's omissions have deceived Plaintiff, and those same business practices have
15 deceived or are likely to deceive members of the consuming public and the other members of the Class.

16 1685. In addition to being deceptive, the business practices of GM were unfair because GM
17 knowingly sold Plaintiffs and the other Class members Class Vehicles with defective engines that are
18 essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other
19 Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and
20 the other Class members or to competition under all of the circumstances. Moreover, in light of GM's
21 exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the
22 other Class members could have reasonably avoided.

23 1686. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff
24 and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the
25 other Class members who purchased or leased the Class Vehicles would not have purchased or leased
26 the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-
27 Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered
28

diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under W. Va. Code § 46A-6-101, *et seq.*

COUNT 148
BREACH OF EXPRESS WARRANTY
W. Va. Code §§ 46-2-213 and 46-2A-210

1687. Plaintiff Robertson ("Plaintiff," for the purposes of the West Virginia Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1688. Plaintiff brings this Count individually and on behalf of the other members of the West Virginia Class (the "Class," for purposes of this Count).

1689. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1690. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects became apparent during the warranty period.

GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

1691. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

1692. GM breached its express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

1693. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed

1 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
2 numerous complaints filed against it directly and through its dealers, as well as its own internal
3 engineering knowledge.

4 1694. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
5 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
6 and/or has refused to adequately provided the promised remedies within a reasonable time.

7 1695. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
8 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
9 and on behalf of the other Class members, seeks all remedies as allowed by law.

10 1696. Also, as alleged in more detail herein, at the time that GM warranted, leased, and sold
11 the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently
12 defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the
13 other Class members were therefore induced to purchase or lease the GM Vehicles under false
14 pretenses.

15 1697. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
16 through the limited remedy of repairs, as those incidental and consequential damages have already been
17 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure
18 to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other
19 Class members' remedies would be insufficient to make them whole.

20 1698. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and
21 the other Class members have been damaged in an amount to be determined at trial.

22 **COUNT 149**
23 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
24 **W. Va. Code §§ 46-2-314 and 46-2A-212**

25 1699. Plaintiff Robertson ("Plaintiff," for purposes of the West Virginia Class's claims)
26 repeats and realleges paragraphs 1-212 as if fully set forth herein.

27 1700. Plaintiff brings this Count individually and on behalf of the other members of the West
28 Virginia Class (the "Class," for purposes of this Count).

1701. GM is and was at all relevant times a merchant with respect to motor vehicles under W. Va. Code §§ 46-2-104 and 46-2A-103.

1702. Pursuant to W. Va. Code §§ 46-2-314 and 46-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

1703. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Low-Tension Oil Ring Defect which causes excessive oil loss and leads to engine damage.

1704. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its corresponding breach of warranty, through a notice letter dated October 27, 2016 and delivered by United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

1705. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and GM's breach of the warranty of merchantability.

1706. As a direct and proximate result of GM's breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 150
FRAUDULENT OMISSION

1707. Plaintiff Robertson ("Plaintiff," for purposes of the West Virginia Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1708. Plaintiff brings this Count individually and on behalf of the other members of the West Virginia Class (the "Class," for purposes of this Count).

1709. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.

1710. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

1711. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

1712. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class Vehicles.

1713. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

1714. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

1715. Through its omissions regarding the Low-Tension Oil Ring Defect within the Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

1716. As a direct and proximate result of GM's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 151
UNJUST ENRICHMENT

1717. Plaintiff Robertson (“Plaintiff,” for purposes of the West Virginia Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1718. Plaintiff brings this Count individually and on behalf of the other members of the West Virginia Class (the “Class,” for purposes of this Count).

1719. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM’s concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

1720. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

1721. It is inequitable and unconscionable for GM to retain these benefits.

1722. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM’s misconduct.

1723. GM knowingly accepted the unjust benefits of its wrongful conduct.

1724. As a result of GM’s misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

32. Claims Brought on Behalf of the Wisconsin Class

COUNT 152
VIOLATIONS OF WISCONSIN’S
DECEPTIVE TRADE PRACTICES ACT
Wis. Stat. § 100.18

1725. Plaintiff Bednarek (“Plaintiff,” for purposes of the Wisconsin Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1726. Plaintiff brings this claim individually and on behalf of the other members of the Wisconsin Class (the “Class,” for purposes of this Count).

1727. Wis. Stat. § 100.18 prohibits, in connection with the sale and lease of merchandise any “representation or statement of fact which is untrue, deceptive or misleading.”

1 1728. By the conduct described in detail above and incorporated herein, GM engaged in
2 deceptive trade practices.

3 1729. GM's omissions regarding the Low-Tension Oil Ring Defect, described above, that
4 results in abnormally high oil consumption and resultant engine damage within the Generation IV
5 Vortec 5300 Engines, are material facts that a reasonable person would have considered in deciding
6 whether or not to purchase (or to pay the same price for) the Class Vehicles.

7 1730. GM intended for Plaintiff and the other Class members to rely on GM's omissions
8 regarding the Low-Tension Oil Ring Defect.

9 1731. Plaintiff and the other Class members justifiably acted or relied to their detriment upon
10 GM's omissions of fact concerning the above-described Low-Tension Oil Ring Defect that results in
11 abnormally high oil consumption and resultant engine damage within the Generation IV Vortec 5300
12 Engines, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

13 1732. Had GM disclosed all material information regarding the Low-Tension Oil Ring Defect
14 to Plaintiff and the other Class members, Plaintiff and the other Class members would not have
15 purchased or leased Class Vehicles or would have paid less to do so.

16 1733. GM's omissions have deceived Plaintiff, and those same business practices have
17 deceived or are likely to deceive members of the consuming public and the other members of the Class.

18 1734. In addition to being deceptive, the business practices of GM were unfair because GM
19 knowingly sold Plaintiffs and the other Class members Class Vehicles with defective engines that are
20 essentially unusable for the purposes for which they were sold. The injuries to Plaintiff and the other
21 Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and
22 the other Class members or to competition under all of the circumstances. Moreover, in light of GM's
23 exclusive knowledge of the Low-Tension Oil Ring Defect, the injury is not one that Plaintiff or the
24 other Class members could have reasonably avoided.

25 1735. As a direct and proximate result of GM's unfair and deceptive trade practices, Plaintiff
26 and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the
27 other Class members who purchased or leased the Class Vehicles would not have purchased or leased
28

the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Low-Tension Oil Ring Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Wis. Stat. § 100.18.

COUNT 153
BREACH OF EXPRESS WARRANTY
Wis. Stat. §§ 402.313 and 411.210

1736. Plaintiff Bednarek ("Plaintiff," for the purposes of the Wisconsin Class's claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1737. Plaintiff brings this Count individually and on behalf of the other members of the Wisconsin Class (the "Class," for purposes of this Count).

1738. GM is and was at all relevant times a merchant with respect to the Class Vehicles.

1739. In its Limited Warranty, GM expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects became apparent during the warranty period. GM provides the following language in its 2012 Chevrolet Limited Warranty guide:

This warranty is for GM vehicles registered in the United States and normally operated in the United States and Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

The warranty covers repairs to correct any vehicle defect . . . related to materials or workmanship occurring during the warranty period.

Warranty repairs, including towing, parts, and labor, will be made at no charge.

1740. GM's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Generation IV Vortec 5300 Engines.

1741. GM breached its express warranty to repair defects in materials and workmanship within the Class Vehicles. GM has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

1742. Plaintiff Ludington, individually and on behalf of the other Nationwide Class members, notified GM of the Low-Tension Oil Ring Defect in the Generation IV Vortec 5300 Engines, and its

1 corresponding breach of warranty, through a notice letter dated October 27, 2016, and delivered by
2 United States Certified Mail to GM's headquarters in Detroit, Michigan. The return receipt was signed
3 on October 28, 2016. GM was also provided notice of the Low-Tension Oil Ring Defect through
4 numerous complaints filed against it directly and through its dealers, as well as its own internal
5 engineering knowledge.

6 1743. Furthermore, the Limited Warranty fails in its essential purpose because the contractual
7 remedy is insufficient to make Plaintiff and the other Class members whole and because GM has failed
8 and/or has refused to adequately provided the promised remedies within a reasonable time.

9 1744. Accordingly, recovery by Plaintiff and the other Class members is not limited to the
10 limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually
11 and on behalf of the other Class members, seeks all remedies as allowed by law.

12 1745. Also, as alleged in more detail herein, at the time that GM warranted, leased, and sold
13 the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently
14 defective, and GM improperly concealed material facts regarding its Class Vehicles. Plaintiff and the
15 other Class members were therefore induced to purchase or lease the GM Vehicles under false
16 pretenses.

17 1746. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved
18 through the limited remedy of repairs, as those incidental and consequential damages have already been
19 suffered due to GM's improper conduct as alleged herein, and due to its failure and/or continued failure
20 to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other
21 Class members' remedies would be insufficient to make them whole.

22 1747. As a direct and proximate result of GM's breach of its express warranty, Plaintiff and
23 the other Class members have been damaged in an amount to be determined at trial.

24 **COUNT 154**
25 **FRAUDULENT OMISSION**

26 1748. Plaintiff Bednarek ("Plaintiff," for purposes of the Wisconsin Class's claims) repeats
27 and realleges paragraphs 1-212 as if fully set forth herein.

1 1749. Plaintiff brings this Count individually and on behalf of the other members of the
2 Wisconsin Class (the “Class,” for purposes of this Count).

3 1750. GM was aware of the Low-Tension Oil Ring Defect within the Generation IV Vortec
4 5300 Engines when it marketed and sold the Class Vehicles to Plaintiff and the other members of the
5 Class.

6 1751. Having been aware of the Low-Tension Oil Ring Defect within the Generation IV
7 Vortec 5300 Engines, and having known that Plaintiff and the other members of the Class could not
8 have reasonably been expected to know of the Low-Tension Oil Ring Defect, GM had a duty to
9 disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease
10 of the Class Vehicles.

11 1752. GM did not disclose the Low-Tension Oil Ring Defect within the Generation IV Vortec
12 5300 Engines to Plaintiff and the other members of the Class in connection with the sale of the Class
13 Vehicles.

14 1753. For the reasons set forth above, the Low-Tension Oil Ring Defect within the Generation
15 IV Vortec 5300 Engines comprises material information with respect to the sale or lease of the Class
16 Vehicles.

17 1754. In purchasing the Class Vehicles, Plaintiff and the other members of the Class
18 reasonably relied on GM to disclose known material defects with respect to the Class Vehicles.

19 1755. Had Plaintiff and the other members of the Class known of the Low-Tension Oil Ring
20 Defect within the Generation IV Vortec 5300 Engines, they would have not purchased the Class
21 Vehicles or would have paid less for the Class Vehicles.

22 1756. Through its omissions regarding the Low-Tension Oil Ring Defect within the
23 Generation IV Vortec 5300 Engines, GM intended to induce, and did induce, Plaintiff and the other
24 members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased,
25 or pay more for a Class Vehicle than they otherwise would have paid.

26 1757. As a direct and proximate result of GM’s omissions, Plaintiff and the other members of
27 the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if
28

the Low-Tension Oil Ring Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 155
UNJUST ENRICHMENT

1758. Plaintiff Bednarek (“Plaintiff,” for purposes of the Wisconsin Class’s claims) repeats and realleges paragraphs 1-212 as if fully set forth herein.

1759. Plaintiff brings this Count individually and on behalf of the other members of the Kansas Class (the “Class,” for purposes of this Count).

1760. GM has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to GM’s concealment of the Low-Tension Oil Ring Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

1761. GM has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

1762. It is inequitable and unconscionable for GM to retain these benefits.

1763. Because GM concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from GM’s misconduct.

1764. GM knowingly accepted the unjust benefits of its wrongful conduct.

1765. As a result of GM’s misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

VIII. REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the other members of the Nationwide Class and the Statewide Classes they respectively seek to represent, respectfully request that the Court enter judgment in their favor and against Defendant, General Motors LLC, as follows:

1. Declaring that this action is a proper class action, certifying the Nationwide and Statewide Classes as requested herein, designating Plaintiffs as Nationwide and Statewide Class Representatives, an appointing Plaintiffs’ attorneys as Class Counsel;

2. Enjoining GM from continuing the unfair business practices alleged in this Complaint;
3. Ordering GM to pay actual and statutory damages (including punitive damages) and restitution to Plaintiffs and the other Nationwide and Statewide Class members, as allowable by law;
4. Ordering GM to pay both pre- and post-judgment interest on any amounts awarded;
5. Ordering GM to pay attorneys' fees and costs of suit; and
6. Ordering such other and further relief as may be just and proper.

IX. JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable.

DATED: February 27, 2017

/s/ Jennie Lee Anderson
 Jennie Lee Anderson
 Lori E. Andrus
ANDRUS ANDERSON LLP
 155 Montgomery Street, Suite 900
 San Francisco, California 94104
 Telephone: 415-986-1400
 jennie@andrusanderson.com
 lori@andrusanderson.com

Adam J. Levitt (*pro hac vice*)
 John E. Tangren (*pro hac vice*)
 Daniel R. Ferri (*pro hac vice*)
GRANT & EISENHOFER P.A.
 30 North LaSalle Street, Suite 2350
 Chicago, Illinois 60602
 Telephone: 312-214-0000
 alevitt@gelaw.com
 jtangren@gelaw.com
 dferri@gelaw.com

W. Daniel "Dee" Miles, III (*pro hac vice*)
 H. Clay Barnett, III (*pro hac vice*)
 Archie I. Grubb, II (*pro hac vice*)
 Andrew E. Brashier (*pro hac vice*)
**BEASLEY, ALLEN, CROW,
 METHVIN, PORTIS & MILES, P.C.**
 272 Commerce Street
 Montgomery, Alabama 36104
 Telephone: 334-269-2343
 Dee.Miles@Beasleyallen.com
 Clay.Barnett@Beasleyallen.com
 Archie.Grubb@Beasleyallen.com
 Andrew.Brashier@Beasleyallen.com

Mark DiCello (*pro hac vice* motion to be filed)

THE DICELLO LAW FIRM

7556 Mentor Avenue
Mentor, Ohio 44060
Telephone: 440-953-8888
madicello@dicellolaw.com

Nicholas R. Rockforte (*pro hac vice* motion to be filed)

Christopher L. Coffin (*pro hac vice* motion to be filed)

PENDLEY, BAUDIN & COFFIN, L.L.P.

1515 Poydras Street, Suite 1400
New Orleans, Louisiana 70112
Telephone: (504) 355-0086
nrockforte@pbclawfirm.com
ccoffin@pbclawfirm.com

Marcus Rael (*pro hac vice* motion to be filed)

ROBLES, RAEL & ANAYA, P.C.

500 Marquette NW, Suite 700
Albuquerque, New Mexico 87102
Telephone: 505-242-2228
marcus@roblesrael.com

Anthony J. Garcia, Esq. (*pro hac vice* motion to be filed)

AG LAW

742 South Village Circle
Tampa, Florida 33606
Telephone: 813-259-9555
anthony@aglawinc.com

Timothy J. Becker (*pro hac vice* motion to be filed)

JOHNSON BECKER, PLLC

444 Cedar Street, Suite 1800
St. Paul, Minnesota 55101
Telephone: 612-436-1800
tbecker@johnsonbecker.com

Ben Finley (*pro hac vice* motion to be filed)

THE FINLEY FIRM, P.C.

200 13th Street
Columbus, Georgia 31901
Telephone: (706) 322-6226
bfinley@thefinleyfirm.com

Eric J. Haag (*pro hac vice* motion to be filed)

ATTERBURY, KAMMER, & HAAG, S.C.

8500 Greenway Boulevard, Suite 103
Middleton, Wisconsin 53562
(608) 821-4600
ehaag@wiscinjurlawyers.com

Counsel for Plaintiffs and the Proposed Classes

Lori E. Andrus (SBN 205816)
Jennie Lee Anderson (SBN 203586)
ANDRUS ANDERSON LLP
155 Montgomery Street, Suite 900
San Francisco, California 94104
Telephone: 415-986-1400
jennie@andrusanderson.com
lori@andrusanderson.com

Adam J. Levitt (*pro hac vice*)
GRANT & EISENHOFER P.A.
30 North LaSalle Street, Suite 2350
Chicago, Illinois 60602
Telephone: (312) 214-0000
alevitt@gelaw.com

W. Daniel "Dee" Miles, III (*pro hac vice*)
**BEASLEY, ALLEN, CROW,
METHVIN, PORTIS & MILES, P.C.**
272 Commerce Street
Montgomery, Alabama 36104
Telephone: 334-269-2343
Dee.Miles@Beasleyallen.com

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

MONTEVILLE SLOAN, JR., RAUL
SIQUEIROS, JOSEPH BRANNAN, LARRY
GOODWIN, TED EDGECOMB, MARC
PERKINS, DONALD LUDINGTON, THOMAS
SHORTER, DERICK BRADFORD, GABRIEL
DEL VALLE, KEVIN HANNEKEN, GAIL
LANNOM, BRADLEY K. ZIERKE, DAN
MADSON, JAMES FAULKNER, JOSEPH
OLIVIER, SCOTT SMITH, ROSS DAHL,
DREW PETERSON, MICHAEL WARE,
STEVE KITCHEN, JOHN NEUBAUER,
BARBARA MOLINA, STEVEN EHRKE, BILL
MAUCH, THOMAS GULLING, RONALD
JONES, MIKE WARPINSKI, JOHN
GRAZIANO, JOSHUA BYRGE, RUDY
SANCHEZ, CHRISTOPHER THACKER,
RANDY CLAUSEN, JAMES ROBERTSON,
and JONAS BEDNAREK, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Case No.: 16-cv-07244-EMC

**EXHIBIT A TO FIRST AMENDED CLASS
ACTION COMPLAINT: DECLARATION OF
RAUL SIQUEIROS**

1 I, Raul Siqueiros, declare:

2 1. I am a Plaintiff in this action. The following is based upon my personal knowledge and
3 if called upon as a witness to testify in this matter, I could and would testify competently thereto.

4 2. I make this Declaration pursuant to California Civil Code section 1780(d) so as to state
5 facts showing that this action has been commenced in the proper county.

6 3. Based upon information provided to me by my counsel, Clay Barnett, it is my belief that
7 Defendant General Motors LLC ("GM") does business in the County of San Francisco, a county within
8 the Northern District of California. The information provided to me is from GM's website at
9 <http://www.gm.com/mol/m-2016-nov-1117-maven.html>, which states that GM is operating its personal
10 mobility service, Maven, in San Francisco.

11 I declare under penalty of perjury that the foregoing is true and correct.

12
13 Executed on December 19, 2016.

14
15 Raul Siqueiros.

16 Raul Siqueiros
17
18
19
20
21
22
23
24
25
26
27
28